

Paul

~~RECORDED~~ **UNOFFICIAL COPY**

Mortgage

(Individual Form)

3-72827-1

Book No. 3702-02

BOX 156

BARBARA WOOD, DIVORCED AND NOT SINCE REMARRIED

of CITY OF CHICAGO, County of COOK, State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK,

in the State of ILLINOIS, to wit:

LOT ONE IN BLOCK TWO IN SUMMERTALE PARK, A SUBDIVISION OF THE
SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTH EAST QUARTER OF
SECTION SEVEN, TOWNSHIP FORTY NORTH, RANGE FOURTEEN, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY
KNOWN AS 1703-05 CATALPA, CHICAGO, ILLINOIS 60640.

RECEIPT of the date of the first installment
PERMANENT INDEX NUMBER: 14-07-206-027 or this obligation is hereby changed to

October 1, 1988

Cragn Federal Savings & Loan Association

by Karen Kotayazky

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, two-door bunks, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO /100 Dollars

(b) 125000.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of ONE THOUSAND FOUR HUNDRED TWENTY AND 75/100 Dollars

(c) 1420.75, commencing the 1ST day of AUGUST 1988, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(b)

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall the total amount of such advances on account of said original Note together with such additional advances, in a sum in excess of ONE HUNDRED FIFTY THOUSAND AND NO /100 Dollars 150000.00, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

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MORTGAGE

Box 403 88372939

WOOD

to

CRAIGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
1703-05 CATALPA
CHICAGO, ILLINOIS 60640

Loan No. 01-43707-02

DEPT-01
T#1444 TRAN 1620 08/17/88 10:06:00 \$14.00
#8958 # D *-88-372939
COOK COUNTY RECORDER

\$14-

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8 8 3 7 2 9 3 9

For that in the event that ownership of said property or any part thereof, or commissary vessel in a person other than the beneficiary, which notice to the mortgagee, shall within twelve months of acquisition in interest with others to whom mortgagor and the debt hereby executed in the same manner as

The first is to increase the amount of seed available to the market by adding to the number of seedbeds under the terms of this moratorium or by

D. That in case of failure to perform any of the covenants herein, Attelleague may do an affidavit certifying to convene and, when and where necessary, to present the before him, that he has been made available to perform his obligations under this Agreement.

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statutory period during which it may be sued. Mortgagor shall, however, have the discretion at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 23RD

day of JUNE , A.D. 19 88

Barbara Wood (SEAL) (SEAL)
BARBARA WOOD (SEAL) (SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT BARBARA WOOD, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *Sid Dechter* signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 23RD day of JUNE , A.D. 19 88 .

" OFFICIAL SEAL "
SID DECHTER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/28/01

Sid Dechter
Notary Public

MY COMMISSION EXPIRES

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAIN FEDERAL SAVINGS & LOAN ASSOCIATION,
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

883-72939