

UNOFFICIAL COPY

Mortgage
(Individual Form)

4 3 2 8 2 2

Loan No. 01-47142-02

327403

THE UNDERSIGNED,

**BRIAN K. MITCHELL and MARY C. MITCHELL, HUSBAND AND WIFE and
EILEEN M. MITCHELL, A WIDOW**

of VILLAGE OF BURBANK, County of COOK, State of ILLINOIS

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

CRAGIN FEDERAL BANK FOR SAVINGS

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 47 (EXCEPT THE SOUTH 16 FEET THEREOF) AND ALL OF LOT 48 IN
BLOCK 18 IN JVES AND KNIGHT'S SOUTH OAK PARK SUBDIVISION OF
BLOCKS 18 AND 19 IN UNION MUTUAL LIFE INSURANCE COMPANY'S
SUBDIVISION OF SECTION 19 (EXCEPT THE SOUTH 300 ACRES) IN
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 1301 S. MAPLE,
BERWYN, ILLINOIS 60402.
PERMANENT INDEX #16-19-107-001**

Together with all buildings, improvements, fixtures or appurtenances now or hereafter situated thereon or attached thereto, 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 leases or licenses is customary or appropriate, including screens, window shades, storm doors and windows, flood coverings, screen doors, and door locks, garage, stove and water heater, 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 put 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 or appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, but the use hereon set forth, free from all rights and benefits under the homestead exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE

(1) for the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing date hereon in the principal sum of **EIGHTY-FIVE THOUSAND AND NO /100** Dollars

is **85000.00** which Note, together with interest thereon as therein provided, is payable in monthly installments of

NINE HUNDRED SEVENTY-NINE AND 49/100 Dollars

is **979.49** commencing the **1ST** day of **OCTOBER**, 19**89**

which payments are to be applied first to interest, and the balance to principal, until said indebtedness is paid in full.

(2)

(2) any advances made by the Mortgagee to the Mortgagor, in its sole and lawful discretion, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall the Mortgagee's entire advances on account of said original Note together with such additional advances as a result of

excess of **ONE HUNDRED TWO THOUSAND AND NO /100** Dollars, **102000.00** provided that nothing herein contained shall be construed as limiting the amounts that shall be advanced hereon when advanced to protect the security of the

(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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Box.....493.....

MORTGAGE

MITCHELL, MITCHELL

MITCHELL

to

CRABIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:

1301 S. MAPLE
BERWYN, ILLINOIS 60402

Loan No. 01-47142-02

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$14.00
T#4444 TRAN 0142 09/14/89 11 32 00

#1998 # D * -89-432822
COOK COUNTY RECORDER

89-432822

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statute... of said premises without affecting the interest of Mortgagee shall have all powers... Mortgagee based upon acts or omissions relating to the subject matter of this mortgage...

M. 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 Mortgagee or any party claiming under him and without regard to the validity of the Mortgagee or the then value of said premises...

I. 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 exercised concurrently therewith that no waiver by the Mortgagee of performance of any covenant herein...

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 22ND

day of AUGUST, A.D. 19 89

Brian H. Mitchell (SEAL) MARY C. MITCHELL (SEAL)
EILEEN H. MITCHELL (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 BRIAN H. MITCHELL and MARY C. MITCHELL, HUSBAND AND WIFE and EILEEN H. MITCHELL, A WIDOW personally known to me to be the same person whose names are subscribed to the foregoing instrument.

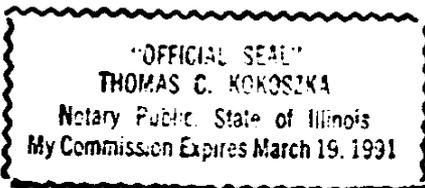
appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 22ND day of AUGUST, A.D. 19 89

Thomas C. Kokoszka
Notary Public

MY COMMISSION EXPIRES

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS OF CRAGIN FEDERAL BANK FOR SAVINGS 5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639



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