

# UNOFFICIAL COPY

89050282

*Mortgage.*

(Corporate Form)

Loan No. 01-43365-15

THIS INDENTURE WITNESSETH: That the undersigned DERRIG CONSTRUCTION INC.,  
a corporation organized and existing under the laws of the STATE OF ILLINOIS,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

**1300****CRAIG FEDERAL BANK FOR SAVINGS**

FORMERLY KNOWN AS CRAIG FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the UNITED STATES OF AMERICAhereinafter referred to as the Mortgagor, the following real estate in the County of COOKin the State of ILLINOIS, to wit:

LOTS 1 AND 2 IN SANCHEZ'S RESUBDIVISION OF LOT 13 IN BLOCK 3 IN OWNER'S  
SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF  
SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1947 AS  
DOCUMENT #14105229, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS:  
8630 WEST SUNSET, NILES, ILLINOIS 60614  
PERMANENT TAX NUMBER: 09-03-102-146

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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Together with all buildings, improvements, fixtures or appurtenances now or hereafter attached thereto, herein or placed thereon, 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 furnishings, of which by reason of location or customer, or appropriate, including screens, window shades, storm doors and windows, floor, coverings, screen doors, insulation, heating, 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 otherwise given to the Mortgagor, whether now due or hereafter to become due as provided herein. The Mortgagor is hereby acknowledged to the rights of all mortgagees, who, others 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 liens 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**

(i) for the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing date herewith in the principal sum of  
**FIVE HUNDRED THIRTY-SIX THOUSAND AND NO/100** Dollars  
• 136000.00 which Note, together with the interest thereon, shall be payable monthly at the rate of 10% per annum, and the same

Dollars

(ii) for the payment of all taxes, assessments, charges, expenses, costs and charges, including insurance premiums, which may be levied or made against the property, and for the payment of all other amounts which may be due or become due in respect of the property, including the amount of any deficiency in the principal sum of the Note, and the same

day of

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(iii) shall become due and payable on DECEMBER 31, 1988. Said note shall bear interest as therein provided, payable monthly, commencing with JULY 01, 1988 and on or before the first day of each and every month thereafter succeeding until the said principal sum is paid in full.

(iv) any advances made by the Mortgagee to the Mortgagor or its successors in title for any purpose at any time before the release and cancellation of the Mortgage, but at no time shall this Mortgagee incur liability on account of said original Note, together with such additional of interest, in a sum in excess of **ONE HUNDRED SIXTY THREE THOUSAND TWO HUNDRED AND NO/100** Dollars, provided that nothing herein contained shall be construed as settling the accounts that shall be created hereby when the Note is paid in full, in accordance with covenants contained in the Mortgage.

(v) the performance of all of the covenants and obligations of the Mortgagor in the Mortgage as contained herein and in said Note.

**THE MORTGAGOR'S COVENANTS:**

A. (i) To pay, and understand and the receipt whereof is hereby acknowledged, all taxes, special taxes, special assessments, water charges, sewer service charges, and contributions to assessments, square and property, including those herebefore due, and to furnish Mortgagee upon request duplicate copies of all bills and all such bills and charges against said property shall be conclusively deemed valid for the purpose of this indenture. (ii) To pay, and understand duplicate copies of all bills and charges against said property, including those herebefore due, and to furnish Mortgagee upon request, to furnish public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, in case of fire, larceny, and/or capture of the

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MORTGAGE

LEKKEIG CONSTRUCTION INC.

TO  
TRAVIS L. LEKKEIG  
REGAN FLETCHER SCOTTING AND LEKKEIG  
ASSOCIATION  
5120 N. KEDRON AVE.  
NILES, IL 60740-2791

PROPERTY AT  
8630 W. GLENSETT  
NILES, ILLINOIS 60618

Loan #01 35365-15

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period of redemption, for the full insurable value thereof; in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor, such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptor, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and claim premium, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign upon demand all receipts, vouchers and releases required of him to be signed by the Mortgagor for such purpose, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects, at option, the indebtedness secured hereby by the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property, not to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the like thereto; (8) Not to make, suffer, or permit, without the written permission of the Mortgagor being first had and obtained, the use of the property for any purpose other than that for which it is now used; (9) Any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, to any purchase on conditional sale, lease or agreement, under which the same is reserved in the vendor of any apparatus, fixtures or equipment to be placed in or upon any building or improvements on said property; (10) To complete within a reasonable time any buildings or improvements new or at any time in process of erection upon the premises; (11) To appear in and defend any proceeding which in the opinion of the Mortgagor affects its security hereunder, and to pay all costs, expenses, and attorney's fees incurred or paid by the Mortgagor in any proceeding in which it may participate in any capacity by reason of this mortgage; (12) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

~~Indebtedness is hereby secured by payment of taxes, assessments, water charges, rents, leases, and other amounts due and owing to the person managing the indebtedness, and other liens required or accepted, the undersigned promises to pay to the Mortgagor a pro rata portion of the current year taxes upon the indebtedness and the loan and to pay monthly to the Mortgagor, in addition to the above payments, a sum estimated by the Mortgagor to be one-twelfth of such taxes, which payment shall, at the option of the Mortgagor, (a) be held by it without interest, provided not in conflict with State or Federal laws; and commingled with other such funds; or (b) own funds for the payment of such taxes, or be held in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness, provided that the Mortgagor advances upon this obligation sums sufficient to pay said items at the same accrued and unpaid interest. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If the same are held or carried in a savings account or similar account, the same are hereby pledged to further secure this indebtedness.~~

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagor and secured by this mortgage, and it is agreed that in the event of such advance, the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf everything so covenanted, that said Mortgagor may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagor for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises, if not otherwise paid, that it shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose nor to do any act hereof, and the Mortgagor shall not incur any personal liability because of anything it may do or fail to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount of all have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may further to use or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt incurred.

G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property without the written consent of the Mortgagor, or in the event there is a sale of stock, bulk sale or merger, consolidation, or dissolution of the undernamed corporation; or upon the death of any endorser or guarantor of the note secured hereby, or in the event of the filing of a suit to condemn all or a part of the said property, or in the event of demolition, removal or destruction of all or any part of the property covered by this mortgage, or in the event the Mortgagor fails to comply with the terms of a condominium by-laws or condominium declaration recorded against the property secured hereby, then and in any of and events, the Mortgagor is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagor may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises on mesne without offering the several parts separately.

H. That the Mortgagor may employ counsel for advice or other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured or the title of this instrument, or any litigation to which the Mortgagor may be made a party on account of this instrument which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or lien and any reasonable attorney's fees and incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other inspection or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand and if not paid shall be included in any decree of judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises, there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to wait for the application of the purchase money.

I. In case the aforesigned property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken, or for damage to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it may elect to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to be due, due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof to pledge and retain, issues and profits of a party with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the estate thereunder, together with the right in case of default, either before or after a non-judicial sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms, long or short, or in term, month to month, existing or future leases, collect and receive rents, issues and profits, regardless of when earned, and use such measures as the law or equitable law may direct, provided to enforce collection thereof, employ listing agents or other employees, alter or repair said premises, make improvements thereto when it appears necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers granted herein incident to absolute ownership, ad latus or locum tenens, money necessary for any purpose herein stated, to secure a lien which is held or claimed upon the mortgaged premises and/or the income therefrom which bears prior to the lien of any other indebtedness hereon, secured, and out of the income referred to above, the principal, interest, legal, attorney's fees and expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in the sole discretion needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in nonsuit therefor or not. Whenever all of the indebtedness so held hereby is paid, and the Mortgagor in its sole discretion, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the

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### **NOTE**

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THE JOURNAL OF

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RICHARD L. JAHNS

— 86 —

## MY COMMISSION EXPRESSES

Digitized by srujanika@gmail.com

CHIEF under my hand and Received Seal this

and far and away, in the State of Maryland, DO HERZLICHLY CELEBRATE THAT GREAT DAY  
PERSONALLY known to me to be the 100th ANNIVERSARY OF THE BIRTH OF MARYLAND CONSTITUTION 1776.

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COURT OF APPEAL  
1. The undersigned, a Notary Public in

SHAREHOL MIR 100X XMAXX

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LURKIN CONSTRUCTION INC.

IN WITNESS WHEREOF, the Governor has caused these presents to be signed by his Secretary of State and countersigned by the Auditor of the Commonwealth, and sealed with the Great Seal of Massachusetts, at Boston, the 22d day of May, A.D. 1908, pursuant to authority given by resolution of the Legislature.

The Mortgagor agrees to pay all expenses of administration, including costs under any order or decree of foreclosure.

As a result, the first step in the process of developing a new model of the relationship between the state and the market is to identify the main features of the existing model.

Em 1999, o governo federal criou o Conselho de Desenvolvimento do Centro-Oeste (Condece), que é composto por representantes de todos os setores da sociedade civil e governo federal. O Conselho tem como objetivo promover o desenvolvimento sustentável do Centro-Oeste, considerando as particularidades da região e buscando equilíbrio entre o crescimento econômico, a preservação ambiental e o bem-estar social.

Using a step-wise regression procedure, the following equation was found to predict well the  $\text{PDR}_{\text{max}}$  of the 1000 subjects in the study: