

# UNOFFICIAL COPY

(Individual Form)

89057704

01-45071-04

Loan No.

THE UNDERSIGNED,

PATRICK O'LOONEY, DIVORCED AND NOT SINCE REMARRIED

of CITY OF ELMHURST, County of DU PAGE, State of ILLINOIS

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

**CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION**

now known as 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 1 IN SPRINGVALLEY ESTATES, BEING A SUBDIVISION OF PART OF  
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1987  
AS DOCUMENT NUMBER 87-401882, IN COOK COUNTY, ILLINOIS, COMMONLY  
KNOWN AS 800 SPRING VALLEY COURT, SCHAUMBURG, ILLINOIS 60172.  
PERMANENT INDEX # 7-23-400-013  
- 014

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 thereto, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-door bats, awnings, stoves and water heaters (all of which we 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 EIGHTY-FIVE THOUSAND AND NO /100 <sup>35</sup> payable Dollars

(b) 185000.00 <sup>35</sup> which Note, together with interest thereon as herein provided, is payable in monthly installments of Dollars

(c) ~~the payment of the principal amount of the Note, together with interest thereon as herein provided, in monthly installments of~~ <sup>35</sup> ~~Dollars~~

(d) ~~the payment of the principal amount of the Note, together with interest thereon as herein provided, in monthly installments of~~ <sup>35</sup> ~~Dollars~~  
for seventeen months next thereafter succeeding and a final payment of the unpaid balance of the principal sum together with all the earned and unpaid interest thereupon and all costs, advances, expenses and penalties, if any, which may have accrued thereupon on or before the first day of APRIL, 1990.

(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 this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of TWO HUNDRED TWENTY-TWO THOUSAND AND NO /100 <sup>35</sup> Dollars, is 222000.00 <sup>35</sup>, 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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89057704

Property of Cook County Clerk's Office

89057704

403

**MORTGAGE**

Box

O'LOONEY

to

CRAIG FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
800 SPRING VALLEY COURT  
SCHAUMBURG, ILLINOIS 60172

Loan No. 01-45071-04

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1. In case the mortgaged property, or any part thereof, shall be taken by condemned action, the lessee may compensation which may be paid for the property or for damages to it may priority over the interest of any property so damaged, provided that any proceeding to the immediate reduction of the indebtedness secured hereby, or to the payment and satisfaction of any

11. That the **Administrator** may apply annually for a grant of his last sum or any additional amount to the departmental treasury account to meet any deficiency in the **Administrator's** budget arising from the difference between the amount appropriated by the **Administrator** and the amount received by him during the year.

(5) This time is for the market and its players to make the most of their opportunities to expand their business and to benefit from the growth in demand for food products. It is also an opportunity for the market to demonstrate its commitment to sustainable development and to showcase its role as a key player in the global food system.

*E*nough to illustrate the importance of such property to any party desirous of protecting his or her interests, we have seen that the mortgagee, deal with whom necessarily succeeds to the title to the property, is entitled to sue for its recovery if it is sold in payment of a debt due him by the mortgagor, the mortgagee may, without liability to the mortgagor, demand payment of the debt from the buyer.

drive shafts, at a later date, had to replace any other material or component of such rigs, as a consequence we have had to make the entire assembly and drive down to the motor gear to the term of life motor gear.

**D**) That in case of failure to perform any of the responsibilities herein, either party may do on its own behalf or by attorney upon demand and any party may sue for recovery of such damages.

C. The attorney can wait a reasonable time after the filing of the complaint before serving the summons and complaint upon the defendant. This is known as the "penditur period." It is not necessary to serve the summons and complaint within 30 days of the filing of the complaint. The penditur period may be extended by the court if the attorney shows good cause for the extension. The penditur period may be extended by the court if the attorney shows good cause for the extension.

**Marketing theme:** Once consumers decide what purchase to make, they will have to decide whether to buy it online or in-store. This decision will depend on several factors, such as convenience, price, and delivery time. In-store purchases are often more convenient for impulse buyers, while online purchases are more suitable for planned purchases. Online purchases also offer better prices and discounts, making them more attractive to consumers.

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statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No claim shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within six (6) days after Mortgagor'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 tend 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 in 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 so as not 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 contained 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 3<sup>rd</sup> day of October, A.D. 19 88

day of OCTOBER , A.D. 19 88

*C. Patrick O'Looney* (SEAL) (SEAL)  
PATRICK O'LOONEY

(SEAL) (SEAL)

STATE OF ILLINOIS

COUNTY OF COOK } ss.

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT PATRICK O'LOONEY, 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 he signed, sealed and delivered the said instrument as his 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 29TH day of OCTOBER , A.D. 19 88

*John M. Coughlin*  
Notary Public

MY COMMISSION EXPIRES 1-15-90

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

It is understood, agreed and assumed that the interest on each disbursement shall be computed and shall be payable from the actual date on which such disbursement or respective advance of the proceeds of the loan, evidenced by the note secured by this mortgage, was made by the association from time to time during the progress of the construction of the building situated upon the premises herein described all in conformity with the rules and regulations of the association applicable to, governing and controlling loans currently in force or which may be adopted hereafter in said respect.