

UNOFFICIAL COPY

90629342

Mortgage
(Individual Form)

9 3 4 2

Loan No. 01-60080-15

THE UNDERSIGNED.

JOHN HENEHAN, A BACHELOR

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

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

CRAIN FEDERAL BANK FOR SAVINGS

14⁰⁰

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 28 IN BLOCK 6 IN GAUNTLETT'S LA FRAMBOISE PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 23 NORTH OF THE INDIAN BOUNDARY LINE, OF TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 3539 NORTH PANAMA, CHICAGO, ILLINOIS 60634.
PERMANENT INDEX #11-23-405-023-0000

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon 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 thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, door coverings, screen doors, door levers, 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 conveyed 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 Mortgagee 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 on the principal sum of **FORTY-FIVE THOUSAND AND NO /100** Dollars

45000.00 which Note, together with interest thereon, shall be payable to the Mortgagee

on the _____ day of _____ 1991.

_____ Dollars

(b) shall become due and payable on **OCTOBER 01, 1991**. Said note shall bear interest as therein provided, payable monthly, commencing with **DECEMBER 01, 1990** and on or before the first day of each and every month thereafter succeeding until the said principal sum is paid in full.

(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, on a sum in excess of **FIFTY-FOUR THOUSAND AND NO /100** Dollars, or **54000.00**, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advances are made to protect the security or an 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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Property of Cook County Clerk's Office

Box.....103

MORTGAGE

HENECHAN

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3530 N. PANAMA
CHICAGO, ILLINOIS 60634

Loan No.01-60080-15

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statutory period during which it may be used... Mortgages shall have all benefits of any... No suit shall be sustainable against Mortgagee 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 Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee 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 Collector's decree whether there be a decree therefor in possession or out, 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 qualified by the appointment or entry in possession of a receiver but he may elect to terminate any lease pending 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 Mortgagee, 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 2ND

day of NOVEMBER, A.D. 19 90

JOHN HENECHAN (SEAL) (SEAL)

STATE OF ILLINOIS

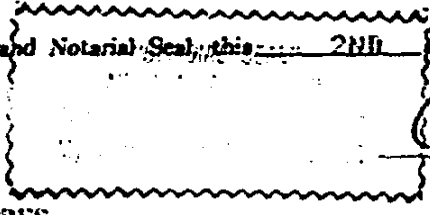
COUNTY OF Cook

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN HENECHAN, A BACHELOR

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 2ND day of NOVEMBER, A.D. 19 90.



Notary Public signature

MY COMMISSION EXPIRES

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

COOK COUNTY, ILLINOIS

1990 DEC 31 AM 10:16

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1 All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be...

2 In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be...

3 That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion, or on account of his lien or which may affect the hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the...

4 That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so contained, that said Mortgagee may also do any act it may deem necessary to perform in the best interest of the mortgagor, that Mortgagee will repay upon demand any money so disbursed by Mortgagee for...

5 That it is the intent hereby to secure payment of said principal and obligation whether the entire amount advanced to the mortgagor shall 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...

6 This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the mortgage...

7 Mortgagee provides for the payment of interest on the principal amount of the mortgage, and other interest, including all advances, to remain in full force and effect as to said debt, including all advances, until the mortgage is paid in full, and a different interest rate and other interest, including all advances, shall apply to any amount advanced to the mortgagor...

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