

# UNOFFICIAL COPY

90117520

MORTGAGE PROSPECT

(Individual Form)

Loan No. 12-48077-02

THE UNDERSIGNED,

SAMUEL A. SANTANGELO and BARBARA A. SANTANGELO, HUSBAND AND WIFE

VILLAGE OF MT. PROSPECT, 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:

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, screen beds, 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 thereunto 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 TWO HUNDRED FIFTEEN THOUSAND AND NO /100 Dollars

(s — 215000.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of TWO THOUSAND THREE HUNDRED NINETY-THREE AND 30/100 Dollars

(s — 2393.30), commencing the 1ST day of MARCH, 19 90, 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 this Mortgage secure advances in amount of said principal Note together with such additional advances, in a sum in excess of TWO HUNDRED FIFTY-EIGHT THOUSAND AND NO /100 Dollars (s — 258000.00).

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the maturity 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 thereon, 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, sufficient 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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I in case the mortgaged property, or any part thereof, shall be taken by condemnation, the mortgagee is hereby given power to collect and receive all compensation due thereon, and to have and hold the same in trust for the benefit of the mortgagee, until he shall have received payment of the same, and thereafter to apply the same to the payment of the principal sum and interest due him under this mortgage, or to any other debt or obligation of mine which may then be outstanding.

**P**lacing in the event the ownership of said property or any part thereof in a person other than the plaintiff, and making such a transfer, will deprive the plaintiff of his right to sue for the debt, measured thereby, without discharging him of it in any way affecting the liability of the defendant or upon the debt incurred;

**3** *Debtors:* At the time of sale, the amount of debt due from the customer shall be paid in full by the customer.

**D** This is not an issue of culture or perception; it is an issue of the conventional norms that have been adopted by most modern societies. There is no reason why many do not do any more than merely meet their basic needs, and there is no reason why many do not do any more than merely meet their basic needs.

It is recommended that in the year 2000, the third quarter trimester may be extended to 12 months, the fourth quarter trimester to 15 months, and the fifth quarter trimester to 18 months. This will provide a more stable and predictable financial environment for the company.

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statutory period during which it may be issued. Mortgagor shall, however, have the discretion to refuse 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 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 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 Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor 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 Mortgagor; 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 4TH

day of JANUARY , A.D. 19 90

*Samuel Santangelo*  
SAMUEL A. SANTANGELO

(SEAL) *Barbara A. Santangelo* (SEAL)

(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 SAMUEL A. SANTANGELO and  
BARBARA A. SANTANGELO, HUSBAND AND WIFE  
personally known to me to be the same person & whose name & 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 4TH day of JANUARY, A.D. 19 90.

MY COMMISSION EXPIRES



RICHARD J. JAHNS

Notary Public

MAIL TO:

THIS INSTRUMENT WAS PREPARED BY

CRAGIN FEDERAL BANK FOR SAVINGS

OF

ASSOCIATION

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

Deferment of the date of the first installment  
due under this obligation is hereby changed

May 1, 1990

Cragin Federal Bank For Savings

by \_\_\_\_\_

90147520

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MARCH 70:

Dear Woodsy National Title  
222 W. LAKE  
CHICAGO, IL 60601

90117520

Box.....403.....

## MORTGAGE

SANTANGELO, SANTANGELO

to

CRAZIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
364 INLAND DRIVE  
WHEELING, ILLINOIS 60090

Loan No. 12-48077-02

ADDITIONAL SECURITY: 1507 ONEIDA LANE  
MT. PROSPECT, ILLINOIS 60056

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LOT ONE HUNDRED FORTY ONE (141) IN BRICKMAN NAMOR THIRD ADDITION UNIT  
NO. ONE, BEING A SUBDIVISION IN THE SOUTH WEST QUARTER (1/4) OF SECTION  
24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES  
OF COOK COUNTY, ILLINOIS, ON APRIL 10, 1964, AS DOCUMENT NUMBER 2144176

364 INLAND DRIVE, WHEELING, ILLINOIS 60090

PERMANENT TAX NUMBER: 03-13-300-062

PARCEL 4:  
EASEMENT FOR PARTY WALLS, INGRESS AND EGRESS AS CREATED BY AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, PARTY WALLS AND EASEMENTS DATED JUNE 9, 1988 AND RECORDED ON JUNE 10, 1988 AS DOCUMENT NUMBER 88-253528 AND BY SUPPLEMENTAL DECLARATION TO FIRST AMENDMENT TO AGREEMENT NUMBER 88-253528 AND TO PROVIDE PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS DATED DECEMBER 19, 1989 AND RECORDED ON DECEMBER 20, 1989 AS DOCUMENT NUMBER 89-608946.

PARCEL 3:  
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN  
INSTRUMENT DATED SEPTEMBER 1, 1978 AND RECORDED ON OCTOBER 12, 1978 AS  
DOCUMENT NUMBER 24666972.

PARCEL 2:  
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN  
INSTRUMENT DATED JUNE 9, 1988 AND RECORDED JUNE 10, 1988 AS DOCUMENT  
NUMBER 88-253526.

THAT PART OF LOT 1 IN HENRY GRANT AND OTHERS SUBDIVISION OF PART OF  
SECTION 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD  
PRINCIPAL MERIDIAM, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29,  
1923 AS DOCUMENT NO. 7790590, DESCRIBED AS FOLLOWS: BEGGINNING AT A POINT  
397.88 FEET EAST AND 170.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT  
1, AS MEASURED ALONG THE SOUTH LINE THEREOF AND ALONG A LINE AT RIGHT  
ANGLES THERETO (THE SOUTH LINE OF SAID LOT I HAVING AN ASSUMED BEARING OF  
00° EAST-WEST FOR THIS LEGAL DESCRIPTION);  
THENCE SOUTH 81 DEGREES 04 MINUTES 00 SECONDS WEST, 62.75 FEET;  
NORTH 08 56 00 WEST, 42.88;  
NORTH 08 04 00 EAST, 56.75;  
NORTH 08 56 00 EAST, 32.30;  
NORTH 08 04 00 EAST, 6.00;  
SOUTH 08 56 00 EAST, 6.00;  
NORTH 08 04 00 EAST, 10.58;

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Property of Cook County Clerk's Office

RECORDED AND INDEXED IN COOK COUNTY CLERK'S OFFICE  
ON JULY 11, 1984 BY CLERK'S STAFF

1507 ONEIDA LANE, MT. PROSPECT, ILLINOIS 60056

PERMANENT TAX NUMBER 08-28-36-022

OF COOK COUNTY, ILLINOIS, ON APRIL 10, 1964, AS DOCUMENT NUMBER 2144176.  
 ACCORDING TO PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES  
 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
 NO. ONE, BEING A SUBDIVISION IN THE SOUTH WEST QUARTER (1/4) OF SECTION  
 LOT ONE HUNDRED FORTY ONE (41) IN BRICKMAN NAMOR THIRD ADDITION UNIT

364 INLAND DRIVE, WHEELING, ILLINOIS 60090

PERMANENT TAX NUMBER:

1978 AS DOCUMENT NUMBER 24666972.  
 EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET  
 FORTH IN INSTRUMENT DATED SEPTEMBER 1, 1978 AND RECORDED ON OCTOBER 12,

PARCEL 3:

AS DOCUMENT NUMBER 88-253526.  
 FORTH IN INSTRUMENT DATED JUNE 9, 1988 AND RECORDED ON JUNE 10, 1988  
 EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET

PARCEL 2:

TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.  
 THENCE SOUTH 08 DEGREES 56 MINUTES 00 SECONDS EAST, 10.58 FEET;  
 THENCE NORTH 81 DEGREES 04 MINUTES 00 SECONDS EAST, 6.00 FEET;  
 THENCE SOUTH 08 DEGREES 56 MINUTES 00 SECONDS EAST, 32.30 FEET;  
 THENCE NORTH 81 DEGREES 04 MINUTES 00 SECONDS EAST, 36.75 FEET;  
 THENCE NORTH 08 DEGREES 56 MINUTES 00 SECONDS WEST, 42.88 FEET;  
 THENCE SOUTH 81 DEGREES 04 MINUTES 00 SECONDS WEST, 62.75 FEET;  
 HAVING AN ASSUMED BEARING OF TRUE EAST-WEST FOR THIS LEGAL DESCRIPTION;

ALONG A LINE AT RIGHT ANGLES THEREETO (THE SOUTH LINE OF SAID LOT 1  
 CORNER OF SAID LOT 1, AS MEASURED ALONG THE SOUTH LINE THEREOF AND  
 AT A POINT 397.88 FEET EAST AND 170.55 FEET NORTH OF THE SOUTHWEST

29, 1923 AS DOCUMENT NO. 7790590, DESCRIBED AS FOLLOWS: BEGINNING

PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY

SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11, AS SHOWN IN THE

THAT PART OF THE TOWNSHIP LINES, AS A FEE, WHICH ARE SHOWN IN THE

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BER 2144176  
DE TITLES  
MERIDIAN  
OF SECTION  
TEN UNIT

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