

UNOFFICIAL COPY

Mortgage
(Individual Form)

01-40039-02

Loan No. 01-40039-02

FIRST AMERICAN TITLE

THE UNDERSIGNED,

GARY LEVITAS, A BACHELOR and ALEX SHLOSBERG, MARRIED TO ZENA SHLOSBERG

of TOWNSHIP OF NILES, County of COOK, State of ILLINOIS

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

CRAIN 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:

LOTS 12, 13, 14, 15 AND 16 IN BLOCK 1 IN CHICAGO HEIGHTS
SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
COMMONLY KNOWN AS 5027-35 W. FULLERTON AVENUE, CHICAGO, ILLINOIS
60639.

PERMANENT INDEX #13-33-202-009 (LOT 12) &
#13-33-202-008 (LOT 13) & #13-33-202-007 (LOT 14) &
#13-33-202-006 (LOT 15) & #13-33-202-005 (LOT 16)

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 benefit of which by lessors or lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, air conditioning units, 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 covenants 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, lenders 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) for 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 FIVE THOUSAND AND NO 1/100 Dollars

(\$ 205000.00) which Note, together with interest thereon as therein provided, is payable in monthly installments of

TWO THOUSAND TWO HUNDRED NINETY-SEVEN AND 94/100 Dollars

(\$ 2297.94) commencing the 1ST day of JUNE 1990

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, 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 principal Note together with such additional advances, in a sum in excess of

TWO HUNDRED FORTY-SIX THOUSAND AND NO 1/100 Dollars (\$ 246000.00)

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 surcharge, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such liens 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

A BREACH OF ANY COVENANT CONTAINED IN THIS MORTGAGE IS ALSO A BREACH OF THE COVENANTS CONTAINED IN THE MORTGAGE SECURING THE PROPERTY COMMONLY KNOWN AS 804 HARVARD, WILMETTE, ILLINOIS 60091.

CD33472. Def. 488

012022299

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Box 403

5012012-099

MORTGAGE

LEVITAS, SHLOSBERG

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
5027-35 W. FULLERTON AVENUE
CHICAGO, ILLINOIS 60639

Loan No. 01-48839-02

UNOFFICIAL COPY

9 0 2 2 2 2 2

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 Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise any discussion, all claims thereunder and to execute and deliver on behalf of the Mortgagee, all necessary proofs of loss, receipts, vouchers, releases and requisitions required to be signed by the insurer or companies, and the Mortgagee agrees to sign upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee in such capacity, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured, and to make monthly payments of such claims, and said indebtedness is paid in full, if it is finally settled in favor of the Mortgagee, and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless the Mortgagee elects to apply to the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage, or to keep and improve buildings and improvements and repair, alter, extend, and better them, any balance of the lien hereon of lien not expressly withdrawn to the lien hereof, but not to make, either in part or in whole, any advance or loan to or for the benefit of the mortgagor or any other person, or to assign its value by any act or omission to any other person, or to give any part of the property or any interest therein, and the use thereof, to be made, either in part or in whole, for any other purpose than the written permission of the Mortgagee being first law and just made, for any use of the property, for any purpose other than that for which it is now used, that any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, for any purchase on conditional sale, lease or agreement, under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises, (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in its capacity by reason of this mortgage, (11) To file the way and grade plans with all at all times be reviewed, expanded and operated in accordance with the Building Law, Zoning Law and Sanitation Law, and all other laws of the city, village, and of the governmental board, authority or agency having jurisdiction over the mortgaged premises.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or required, the undersigned promises to pay to the Mortgagee a prorated portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated by the Mortgagee to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, be held by it without interest (provided not in conflict with State or Federal law and commingled with any such fund of its own kind, for the payment of such items, to be carried in a savings account and withdrawn by it to pay such items, or to be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or earned in a savings account or other account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C. 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 note hereby secured by the amount of such advances and shall be a part of said note and not an 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 advances and provision may be made for different monthly payments, a different interest rate and other contract 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, Mortgagee may do on Mortgagee's behalf anything so convenient, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will upon demand any moneys paid or disbursed by Mortgagee 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 obligators upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to be specified hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation, whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, and to secure any other amount or amount 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 be now vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, 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 Mortgagee, and may foreclose or may extend time for payment of the debt secured hereby, without thereby or in any way affecting the liability of the Mortgagee hereunder or upon the debt secured.

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 by or against the Mortgagee, or if the Mortgagee shall file 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 Mortgagee abandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of beneficial interest in said property, without the written consent of the Mortgagee, or upon the death of any maker, endorser, or guarantor of the note secured hereby, or in the event 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 Mortgagee fails to comply with the terms of a condominium by-law or condominium declaration recorded against the property secured hereby, then and in any of the events, the Mortgagee 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 Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

H. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt 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 title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so 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 dispute or litigation affecting said debt or lien, including reasonable attorney's fees, 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 Mortgagee to the Mortgagee on demand, and if not paid shall be included in any decree or 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 above said amounts, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due thereupon to the time of such sale, and the surplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

I. 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 by damages to any property not taken and all condemnation compensation so received shall be both as applied by the Mortgagee 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 Mortgagee or his assignee.

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become 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 said rents, issues and profits on a parity 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 Mortgagee of all such leases and agreements and all the assets thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such moneys whether legal or equitable as it may deem proper to enforce collection thereof, employ testing agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income thereon which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all 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 its 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 in the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagee's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee 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

9102822222

UNOFFICIAL COPY

get

90202299

111.25
143333 FROM 5846 05/07/20 14144100
42863 4 *--91--2112299
COOK COUNTY RECORDER

90202299

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JOHNS
OF COOKIN FEDERAL BANK FOR SAVINGS
1153 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

MY COMMISSION EXPIRES 12/31/90
GIVEN UNDER HAND AND SEAL THIS 19TH day of APRIL, A.D. 19 90
Dana L. Schulz
Notary Public, State of Illinois
My Commission Expires 11/30/90

rights under any homestead, exemption and violation laws.
us, ELIZABETH, free and voluntary act, for the use and purpose therein set forth, including the release and waiver of all
appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
personally known to me to be the same person as above named, and subscribed to the foregoing instrument,
ALEX SHILDSBERG, MARRIED TO RACHEL OR, and
GARY LEVITAS, A RACHEL OR, and

STATE OF ILLINOIS }
COUNTY OF COOK }
I, The Undersigned, a Notary Public in
ALEX SHILDSBERG
GARY LEVITAS
day of APRIL, A.D. 19 90
IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 19TH

1. This mortgage is a continuation of the mortgage...
2. The mortgagee shall have the right to...
3. The mortgagee shall have the right to...
4. The mortgagee shall have the right to...
5. The mortgagee shall have the right to...

ALL COVENANTS CONTAINED IN THIS INSTRUMENT ARE SUBJECT TO THE COVENANTS CONTAINED IN THE