

EC 267217  
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14<sup>00</sup>

THIS INDENTURE WITNESSETH: That the undersigned **C & H BUILDERS, 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

**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 BLOCK 3 IN VOLK BROS. MONTROSE AND OAK PARK AVENUE  
SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 18,  
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, LYING EAST OF THE  
WEST 2329.4 FEET (EXCEPT PARTS THEREOF CONVEYED TO CHICAGO  
TERMINAL TRANSFER RAILROAD COMPANY BY WARRANTY DEED RECORDED  
MAY 16, 1898 AS DOCUMENT NUMBER 2,686,698 IN BOOK 6106 ON PAGE  
303), IN COOK COUNTY, ILLINOIS.  
COMMONLY KNOWN AS: 6750 FOREST PRESERVE, HARWOOD HTS., IL 60634.  
PERMANENT INDEX NUMBER: 13-18-402-004.**

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, a door body, 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 **EIGHTY-ONE THOUSAND AND NO /100** Dollars  
(b) **81000.00**, which Note, ~~is to be paid in full on~~

~~is to be paid in full on~~ \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(b) shall become due and payable on **JULY 01, 1992**. Said note shall bear interest as therein provided, payable monthly, commencing with **SEPTEMBER 01, 1991** 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, in a sum in excess of **NINETY-SEVEN THOUSAND TWO HUNDRED AND NO /100** Dollars (**97200.00**), 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 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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BOX 15

UNOFFICIAL COPY

Box 403

**MORTGAGE**

C & H BUILDERS, INC.

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:

6750 FOREST PRESERVE  
HARWOOD HEIGHTS, ILLINOIS 60634

Loan No. 01-62177-15

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

statutory period during which... shall have the... power at any time to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers... 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 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 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 hereafter 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.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure or this mortgage

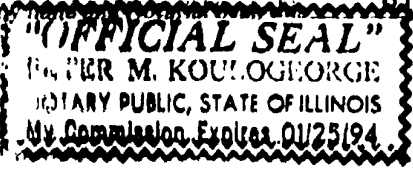
IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 8TH day of AUGUST A.D., 19 91, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

ATTEST: [Signature] Assistant Secretary  
By Gerard J. Heffernan Vice President  
C & H BUILDERS, INC.

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 GERARD HEFFERNAN personally known to me to be the Vice President of C & H BUILDERS, INC.

a corporation, and IAN MARSH personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the said persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation at their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8TH day of AUGUST A.D. 19 91



[Signature]  
Notary Public

MY COMMISSION EXPIRES \_\_\_\_\_  
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS  
OF CRAGIN FEDERAL BANK FOR SAVINGS XXXXXXXXXX  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

COOK COUNTY, ILLINOIS

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