

THIS INDENTURE WITNESSETH: That the undersigned

CHICAGO TITLE AND TRUST COMPANY

a corporation organized and existing under the laws of the STATE OF ILLINOIS

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated JUNE 12, 1991 and known as trust number

1095359

CRAGIN FEDERAL BANK FOR SAVINGS

15.00

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:

73-13-773-01

Parcel 1:

That part of Lot 1 in Lake Mary Anne Subdivision of part of Sections 9 and 10, Township 41 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in the West line of Lot 1 aforesaid 392.53 feet North 3 18' 41" West of the most Westerly Southwest corner thereof; Thence South 74 06' 53" East 354.18 feet to a point on a line having a bearing of South 55 44' 40" West and drawn through a point on the West line of Lot 1 aforesaid 75.53 feet North of the most Westerly Southwest corner thereof and the point of beginning; Thence South 78 05' 48" West 338.29 feet to a point on said West line 225.53 feet Northwesterly of the most Westerly Southwest corner thereof; Thence South 03 18' 41" West along the West line of Lot 1 aforesaid 150.0 feet to said line having a bearing of South 55 44' 40" West and drawn through a point on said West line 75.53 feet North of the most Westerly Southwest corner thereof; Thence North 55 44' 40" East along the last described line 390.0 feet to the point of beginning, in Cook County, Illinois, (said Subdivision recorded October 27, 1965 as Document No. 19630839) together with and subject to Easements as recorded December 6, 1966 as Document No. 20016197.

Parcel 2:

Easement for ingress and egress for the benefit of parcel 1 as created by Grant of Easement dated November 4, 1966 and recorded December 6, 1966 as Document 20016197 as amended by instrument recorded January 21, 1969 as Document 20734489 over and upon:

- A. The North 33 feet of Lot 1
- B. The West 33 Feet of Lot 1
- C. That part of Lot 1 aforesaid described as a strip of land 30 Feet in width and 270 feet in length, the center line of which is described as commencing at a point on the West line of said Lot 1 and 562.53 Feet Northerly of the most Westerly South West corner of said Lot 1; thence easterly at right angle to said West line of Lot 1, a distance of 270 Feet
- D. The South 33 Feet of that part of Lot 1 falling in the South East 1/4 of Section 9, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois
- E. That part of Lot 1 aforesaid described as a strip of land 30 Feet in width and 270 Feet in length, the center line of which is described as commencing at a point on the most Westerly South line of said Lot 1 and 515.82 Feet East of most Westerly South West corner of said Lot 1; thence Northerly on a line forming an angle 84 Degrees from East to North with said most Westerly South line of Lot 1, a distance of 270 Feet
- F. The West 33 Feet of the South 312.95 Feet of that part of Lot 1 falling in South West 1/4 of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois
- G. The East 33 Feet (except the South 417.64 Feet as measured on East line thereof) of that part of Lot 1 aforesaid lying West of and adjoining the East line of the West 1/2 of the South West 1/4 of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois
- H. The North 33 Feet of that part of Lot 1 lying East of and adjoining the East line of the West 1/2 of the South West 1/4 of the South West 1/4 of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois
- I. The East 33 Feet of the North 142.64 Feet of the South 417.64 Feet (as measured on East line thereof) of that part of Lot 1 lying West of and adjoining East line of the West 1/2 of the South West 1/4 of the South West 1/4 of Section 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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All being in Lake Mary Anne Subdivision of part of Section 9 and Section 10, Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois (excepting therefrom that part thereof falling in parcel one aforesaid).

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COOK COUNTY ILLINOIS

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Together with all buildings, improvements, fixtures or appliances 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, to wit, the furnishings of which by terms of lease is customary or appropriate, including screens, window shades, storm doors and windows, door screens, screen doors, in-door bed screens, stove 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, appliances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the use 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 in the principal sum of **FOUR HUNDRED FIVE THOUSAND AND NO/100** Dollars

(\$ **405000.00**) which Note is payable for **TEN** months next hereafter commencing and a final payment of the unpaid balance of principal sum together with all the accrued and unpaid interest thereon and all costs, advances, expenses and penalties, if any, which may have accrued thereon on or before the first day of **JULY, 1992**

(b)

(2) any advances made by the Mortgagee to the Mortgagor, or its successors 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 **FOUR HUNDRED EIGHTY-SIX THOUSAND AND NO/100** Dollars or **486000.00** provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advances to perfect 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, in accordance 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 condemnation assessments against said property (including those hereinafter due) and all taxes, Mortgage, upon request, duplicate records, charges 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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period of redemption, for the full invoice value thereof, in such amount, through such agent or broker, and in such form as shall be satisfactory to the mortgagee, such insurance policy shall remain with the mortgagee during said period or periods, and contain the usual clause entitling to the mortgagee making them payable to the mortgagee and in case of foreclosure the proceeds of the sale, over of any deficiency, any interest or commission, in its discretion, all claims interest and delivery on behalf of the mortgagee all necessary parts of law, except, however, redemption, or any other in a deed pursuant to foreclosure, and in case of loss under such policy, the mortgagee is authorized to adjust, collect and release and acquire the same to be held by the mortgagee for such purpose, and the mortgagee agrees to sign, upon demand, all receipts, notices and releases reported of him to be signed by the mortgagee for such purpose, and the mortgagee is authorized to apply the proceeds of any insurance claim in the satisfaction of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until such indebtedness is paid in full, (4) immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements and or thereafter on said premises, unless the mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any encumbrance, fixtures or equipment not placed in or upon the premises, and to make, alter or permit any material use of or any structure to exist on said property not to diminish or impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, alter, or permit any material use of or any structure to exist on said property not to diminish or impair its value by any act or omission to act; (9) To complete within a reasonable time any building or improvements now or at any time in process of any building or improvements on said property; (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 any capacity by reason of this mortgage; (11) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Law and Ordinances of any City, village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

B In order to provide for the payment of taxes, insurance, mortgage premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the mortgagee a pro rata portion of the current year taxes upon the aforementioned items, which payments may, at the option of the mortgagee, (a) be held by it without interest (provided not in conflict with State or Federal law) and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a margin account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the mortgagee advances upon this obligation items indicated to pay the 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 items are held or carried in a margin account or escrow 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 contains provisions 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 independent under all of the terms of said note and this contract as fully as if a new note and contract were executed and delivered in accordance with the Additional Advance Agreement may be given and accepted for such advance and provision may be made for 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 independent under all of the terms of said note and this contract as fully as if a new note and contract were executed and delivered in accordance with the Additional Advance Agreement may be given and accepted for such advance and provision may be made for

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MORTGAGE

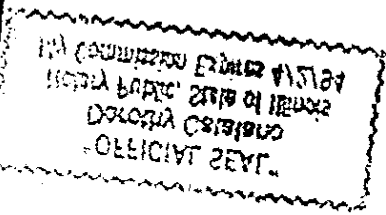
CHICAGO TITLE AND TRUST COMPANY

TR. NO. 1096369 DATED: JUNE 12, 1991

CRACIN FEDERAL BANK FOR SAVINGS

PROPERTY AT: PARCEL 12 LAKE MARY ANNE
DES PLAINES, IL 60016

Loan No. 01-62119-04



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