

# UNOFFICIAL COPY

## Mortgage

Loan No. 01-62928-04

91692830

(Corporate Form)

THIS INDENTURE WITNESSETH That the undersigned a corporation organized and existing under the laws of the

**CRAGIN SERVICE CORPORATION**  
**STATE OF ILLINOIS**

hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

### CRAGIN FEDERAL BANK FOR SAVINGS

UNITED STATES OF AMERICA

a corporation organized and existing under the law of the

hereinafter referred to as the Mortgagee, the following real estate in the County of **COOK** with State of **ILLINOIS** to wit:

**LOT 6 IN FONTARELLI BUILDERS SUBDIVISION UNIT 2, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**COMMONLY KNOWN AS: 6722 W. BERENICE, CHICAGO, ILLINOIS 60634.**

**PERMANENT INDEX # 13-19-205-604**

See Fed. Reserve Bd. 12-27-91  
12-27-91  
12-27-91  
12-27-91

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 thereunder, the furnishings of which by lease, license or customary or appropriate, including screens, window shades, storm doors and windows, the coverings, screen doors, floor beds, awnings, stoves and water heaters (all of which are intended to be and are hereby dedicated to be a part of said real estate, whether placed on, attached to or in, and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred, conveyed into the Mortgagee, whether now or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, deeds and liens and is to be 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 Mortgagee does hereby release and waive.

#### TO SECURE

(a) as the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of **ONE HUNDRED FORTY THOUSAND AND NO /100** Dollars

140000.00 which Note together with interest thereon shall be secured by the mortgage herein made.

and the performance of all the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note.

(b) for ten months next thereafter succeeding and a final payment of the unpaid balance of the principal sum together with all the earned and unpaid interest thereupon and all costs, advances, expenses and penalties, if any, which may have accrued thereupon on or before the first day of OCTOBER, 1992.

(c) any advances made by the Mortgagee to the Mortgagor for any purpose at any time before the release and cancellation of this Mortgage shall be secured by this Mortgage, with interest on account of said original Note together with such additional advances, in a sum in excess of **ONE HUNDRED SIXTY-EIGHT THOUSAND AND NO /100** Dollars 168000.00 provided that nothing herein contained shall be construed as limiting the amounts that shall be secured hereby when advanced to protect the security of or in accordance with the covenants contained in the Mortgage.

(d) 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:

As a condition to the making of this mortgage, there shall be paid to said Mortgagee according to any agreement extending the time of payment thereof, or 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 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. 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

COMMUNITY TITLE GUARANTEE CO.  
377 E. Butterfield Ave. Suite 100  
Lombard, Illinois 60148  
(708) 512-1444 1-800-271-1366

91692830

Box 403

1500

UNOFFICIAL COPY

Box 403

**MORTGAGE**

CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
6722 W. BERENICE (LOT 6)  
CHICAGO, ILLINOIS 60634

Loan No. 01-62928-04

Property of Cook County Clerk's Office



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It is understood, agreed and assumed that the interest on each disbursement shall be computed and shall be payable from the actual date on which such disbursement or redemption of the proceeds of the loan, evidenced by the note secured by this mortgage, was made by the bank from time to time during the progress of the construction of the building situated upon the premises herein described and all in conformity with the rules and regulations of the bank applicable to, governing and controlling loans currently in force or which may be adopted hereafter in said respect.

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS  
OF CRAIG FEDERAL BANK FOR SAVINGS ASSURANCE

MY COMMISSION EXPIRES

**"OFFICIAL SEAL"**  
JANICE M. MIKOL  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 05/05/95

*Janice M. Mikol*  
Notary Public

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21ST DAY OF NOVEMBER, A.D. 19 91

ADAM A. JAHNS, Secretary of CRAIG SERVICE CORPORATION, personally known to me to be the person who caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, on this 21st day of NOVEMBER, A.D. 19 91, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN F. BELTER, the undersigned, a Notary Public in and for said County, Illinois, is duly qualified and authorized to perform the duties of a Notary Public in and for said County, Illinois.

ATTEST: *John F. Belter* Secretary  
BY *Adam A. Jahns* President  
CRAIG SERVICE CORPORATION

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, on this 21st day of NOVEMBER, A.D. 19 91, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.

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

7. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether 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 Mortgagee to require or enforce performance of the same or any other of said covenants, that where the contact hereof requires, the Mortgagee shall include the name and the address of the mortgagor, the name and address of the administrator, success 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.

8. 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 value of the property, appoint a receiver with power to manage and rent and 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 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 receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, which it may be issued and no lease of said premises shall be nullified by the appointment of a receiver in possession of the property, but he may elect to terminate any lease junior to the lien hereof.

9. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether 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 Mortgagee to require or enforce performance of the same or any other of said covenants, that where the contact hereof requires, the Mortgagee shall include the name and the address of the mortgagor, the name and address of the administrator, success 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.

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