

# UNOFFICIAL COPY

91068294  
**Mortgage**

Loan No. 91-60578-04

(Corporate Form)

THIS INDIVIDUE WITNESSETH That the undersigned **CRAGIN SERVICE CORPORATION**  
a corporation organized and existing under the law of the **STATE OF ILLINOIS**  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Waiver to

## **CRAGIN FEDERAL BANK FOR SAVINGS**

a corporation organized and existing under the law of the **UNITED STATES OF AMERICA**  
hereinafter referred to as the Mortgagor, the following real estate in the County of **COOK**  
in the State of **ILLINOIS**, to wit:

**LOT 25 IN FONTARELLI BUILDERS SUBDIVISION UNIT 1, BEING A  
SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40  
NORTH, RANGE 23 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS, COMMONLY KNOWN AS 6741 W. BYRON, CHICAGO,  
ILLINOIS 60634.**

**PERMANENT INDEX # 12 VOL 205 SEC 4**

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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 thereon or thereto, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, cedar 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 Mortgagor, whether now due or hereafter to become due as provided herein. The Mortgagor is hereby subrogated to the rights of all mortgagees, shareholders 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 taxation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

### **TO SECURE**

(a) at the payment of a Note executed by the Mortgagor, to the order of the Mortgagor bearing even date herewith in the principal sum of **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO /100** **Dollars**  
**125000.00** **is payable** **which Note** **is** **to be paid** **in** **equal monthly installments** **of** **1000.00** **Dollars**

(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 DECEMBER, 1991

(c) any advances made by the Mortgagor 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 **ONE HUNDRED FIFTY THOUSAND AND NO /100** **Dollars** (**150000.00**), 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.

(d) the performance of all the covenants and obligations of the Mortgagor to the Mortgagor, as contained herein and in said Note.

### **THE MORTGAGOR COVENANTS:**

(1) To pay, or to cause to be paid, 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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**MORTGAGE** 91065294  
Box 403

CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
6741 W. BYRON COURT 25  
CHICAGO, ILLINOIS 60634

Loan No. 01-60378-04

Property of Cook County Clerk's Office

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Agreement to waive all other express method of arbitration in the event that the parties shall remain before me and the last to come into being all advantages.

14. That you will take no action to interfere with or terminate Mortgagor's rights held by him/her in the Mortgaged Property, except as provided in the Mortgage, without giving prior written notice to Mortgagor, and that you will not interfere with or terminate Mortgagor's rights held by him/her in the Mortgaged Property, except as provided in the Mortgage, without giving prior written notice to Mortgagor.

The Plaintiff has no right to sue for the recovery of the amount of the sum advanced to the Mortgagor in the payment of the principal sum due under the terms of the mortgage.

16. That the Mortgagee may employ or cause to be employed an attorney or other legal service at the Mortgagee's expense to advise him in respect of his interest in this instrument, or in respect of any action which may be taken by the Mortgagee in respect of the property securing the indebtedness hereby secured, or which may affect the title to the property securing the indebtedness hereby secured, or which may affect the debt hereby secured; Any costs and expenses incurred by the Mortgagee in connection with any of this instrument, and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt, or in calculating reasonably estimated amounts 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 Borrower to the Mortgagee in demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall bear interest at the highest contract rate of interest charged on the original debt for the period from the date of judgment to the date of payment of the same, and the proceeds thereof shall be applied first to the payment of the principal amount of the debt, and then up to the time of such sale, and the balance, if any, shall be paid to the Mortgagee.

In case the language used for the name of the entity does not reflect its true nature, the Mombasa County empowered the county to establish a committee which will be responsible for the protection of the language, culture and property of the community. The *language committee* will be responsible for the protection of the language and the promotion of the language, culture and property of the community. The *culture committee* will be responsible for the protection of the culture and the promotion of the culture, language and property of the community. The *property committee* will be responsible for the protection of the property and the promotion of the property of the community.

At the time of the original mortgage, the parties intended that the M mortgagee, whether now due or hereafter to be entitled to payment, shall have the right to require the payment of all principal and interest then due and to foreclose and sell the property subject to the mortgage, and to apply the proceeds of such sale to the payment of the principal and interest then due and to the costs of sale and other expenses of such sale, and to the payment of the amount of any deficiency judgment.

the powers being given, and for the purpose of carrying out the objects of the Company, and for the protection of the interest of the shareholders, the Directors may, from time to time, make such rules and regulations as they shall think fit for the government of the Company, and for the regulation of its business, and for the protection of the shareholders.

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

533 WEST FULLERON AVENUE, CHICAGO, ILLINOIS 60639

OF CRAIGIN FEDERAL BANK FOR SAVINGS ASSOCIATION

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

91069294

NOTARY PUBLIC

MY COMMISSION EXPIRES 1/1/94

GIVEN under my hand and Notarial Seal, this 16TH day of JANUARY AD 1991  
voluntarily act and deed of said corporation, for the uses and purposes herein set forth,  
pursuant to authority given by the Board of Directors of said corporation as their free and voluntary  
the said instrument as such officers of said corporation and cause to be affixed thereto,  
instrument, appears before me this day in person and severally acknowledged that as such officers, they signed and delivered  
a copy of said corporation and personally known to me to be the foregoing  
Secretaries, personally known to me to be the same persons whose names are subscribed to the foregoing  
a corporation, and personally known to me to be the ASSISTANT SECRETARY.

personally known to me to be the GENERAL SERVICE CORPORATION

and for said County in the State aforesaid DO HEREBY CERTIFY THAT JOHN E. BELTER  
I, the undersigned, a Notary Public in

STATE OF ILLINOIS

ATTEST: CRAIGIN SERVICE CORPORATION

Assistant Secretary

John E. Belter

President

this 16TH day of JANUARY AD 1991, pursuant to authority given by resolution

President and its corporate seal to be hereunto affixed and attested by its ASSISTANT SECRETARY,

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its

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

I, JOHN E. BELTER, do hereby declare and swear that the above instrument is a true copy of the original instrument and was executed by the parties named therein in my presence at the time and place therein mentioned and that the signatures thereon were affixed by them in my presence and that they are their respective true signatures and that they were at the time of execution of the original instrument of full age and of sound mind and that they were not induced to execute the same by any undue influence or threats of violence or promises of reward or otherwise.

I, JOHN E. BELTER, do hereby declare and swear that the above instrument is a true copy of the original instrument and was executed by the parties named therein in my presence at the time and place therein mentioned and that the signatures thereon were affixed by them in my presence and that they are their respective true signatures and that they were at the time of execution of the original instrument of full age and of sound mind and that they were not induced to execute the same by any undue influence or threats of violence or promises of reward or otherwise.

I, JOHN E. BELTER, do hereby declare and swear that the above instrument is a true copy of the original instrument and was executed by the parties named therein in my presence at the time and place therein mentioned and that the signatures thereon were affixed by them in my presence and that they are their respective true signatures and that they were at the time of execution of the original instrument of full age and of sound mind and that they were not induced to execute the same by any undue influence or threats of violence or promises of reward or otherwise.