

UNOFFICIAL COPY

Mortgage

C123864
3 0 3 6 0 4

Loan No. 01-61683-04

(Corporate Form)

THIS INDENTURE WITNESSETH: That the undersigned CRAGIN SERVICE CORPORATION,
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 35 IN PONTARELLI BUILDERS SUBDIVISION UNIT 1, 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 6703 W. BYRON, CHICAGO,
ILLINOIS 60634.

PERMANENT INDEX # 13-19-305-C04.

- DEPT-01 RECORDING \$14.29
- T#6666 TRAN 4050 06/25/91 14:25:00
- 47352 H *-91-308604
- COOK COUNTY RECORDER

COMMUNITY TITLE GUARANTY CO.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148

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 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, in a day bed, 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 delivered 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, heirs, devisees and owners paid off by the proceeds of the loan hereby secured.

I 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

(1) the payment of a Note executed by the Mortgagee to the order of the Mortgagee bearing the date hereinafter in the principal sum of ONE HUNDRED FORTY-SIX THOUSAND AND NO /100 Dollars 146000.00 15 payable which Note is to be paid on demand at the office of the Mortgagee or at such place as the Mortgagee may designate Dollars

(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 ONE HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED AND NO /100 142000.00 Dollars, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced in 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 hereinafter 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

Box 403

CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
6703 W. BYRON (LOT 35)
CHICAGO, ILLINOIS 60634

Loan No. 01-61683-04

Property of Cook County Clerk's Office
013008604

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statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without the paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within thirty days after Mortgagor's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit 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 adequacy of the Mortgage 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 control 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 an 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 Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or of said obligation contained shall thereafter in any manner affect the right of Mortgagor 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 Mortgagor; and that the powers herein contained 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 _____ President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary, this 11TH day of JUNE A.D. 1991, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

ATTEST: Richard J. Jahns
Secretary

Cragin Service Corporation

By John F. Belter
President

STATE OF ILLINOIS
COUNTY OF Cook. } ss.

I, the undersigned, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN F. BELTER
personally known to me to be the President of Cragin Service Corporation
a corporation, and ALIAM A. JAHNS personally known to me to be the
Secretary of said corporation, and personally known to me to be the same 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 Notarial Seal, this 11TH day of JUNE A.D. 1991

"**OFFICIAL SEAL**"

JANICE M. MIKOL

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 05/05/95

MY COMMISSION EXPIRES

Janice M. Mikol

Notary Public

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF Cragin Federal Bank for Savings A88XXXXX00XX
5133 West Fullerton Avenue, Chicago, Illinois 60639

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 respective advance 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 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.

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All experiments, except those of soil permeability, were conducted in the laboratory. The soil permeability tests were conducted in the field on a dry clay loam soil. The soil was collected from a depth of 0 to 20 cm in a dry, open field near the village of Dikili. The soil properties are given in Table 1. The soil had a clay loam texture with a sand: silt: clay ratio of 1.2: 1.2: 1.6. The soil had a pH of 7.2 and an electrical conductivity of 0.2 dS/m. The soil contained 1.2% organic matter and 0.02% available phosphorus. The soil had a water holding capacity of 2.2 m³/m³ and a田 capacity of 0.02 m³/m³. The soil had a cation exchange capacity of 10.5 cmol(+)/kg and a base saturation of 85%. The soil had a infiltration rate of 1.5 mm/h at a head of 10 cm.

H. That the Minister agree to the sum of one hundred thousand dollars for the purpose of aiding the people of the Province of Quebec in their efforts to secure a better life.

C. Other types of descriptive research should be made in preference to any other type of descriptive research for its greater ability to provide more detailed information on the properties of materials and their applications in preference to any other type of descriptive research.

7. There is no clear trend; the number of new properties of any particular type increased over time, except for properties of older age groups.

Even though the *in vitro* test system based on the *in vitro* model of the intestinal epithelium has been developed to measure the permeability of the intestinal wall to various substances, it is still necessary to add the intestinal wall to the test system to obtain the results of the *in vitro* test.

13. There is also one other point which I would like to make. It is that the new system of assessment will not be introduced until after the first year of the new curriculum has been implemented; so there will be a period of transition during which time the new system will be introduced gradually, and the old system will continue to be used alongside it.

C. *Costs of aggregate contract*: avoid it if you don't consider it to be a valuable option to have an option to do more work.

In order to provide for the preparation of the budget, the departmental managers have been given the power to draw up their budgets in accordance with the principles of economy, efficiency and economy. The departmental managers are required to submit their budgets to the departmental manager of the concerned ministry or department for approval. The departmental manager of the concerned ministry or department is responsible for the preparation of the budget and is required to submit it to the concerned ministry or department for approval. The departmental manager of the concerned ministry or department is responsible for the preparation of the budget and is required to submit it to the concerned ministry or department for approval.

discrepancies in its distribution, including both transfers and to the extent of losses under such policies. The discrepancy is due to the fact that the premium paid by the insured for the insurance companies and the premium paid by the agent for the reinsurance companies are different. The difference between the two premiums is the amount of loss suffered by the agent.