

UNOFFICIAL COPY

31382982

Mortgage

10-19-93-2
Loan No. 01-61762-04

(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 20 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 3819 OAK PARK, CHICAGO,
ILLINOIS 60634.**

PERMANENT INDEX # 10-19-93-2982

DEPT-01 RECODING \$14.00
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COOK COUNTY RECORDER

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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 door panels, 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, bondholders 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 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 date herewith in the principal sum of **ONE HUNDRED FORTY-SIX THOUSAND AND NO /100** Dollars **146000.00**, which Note is payable **15 days** from the date of this instrument, and the same shall bear interest at the rate of **12%** per annum, and the same shall be due and payable on the **1st day of May, 1992**.

(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 MAY, 1992.

(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** **175200.00**, 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 in 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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MORTGAGE

Box 403

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CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3819 OAK PARK (LOT 20)
CHICAGO, ILLINOIS 60634

Loan No. 01-61762-04

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statutory period during which it may be issued. Mortgagor shall however have the due time [period] of 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 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 thereafter 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 _____ President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary, this 21ST day of JUNE A.D. 19 91, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

CRAGIN SERVICE CORPORATION

ATTEST: Adam J. Jahns _____ Secretary

By John F. Belter _____ President

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

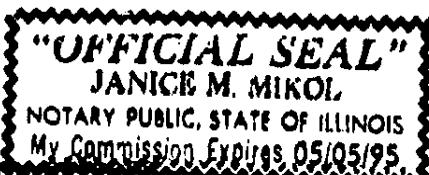
I, the undersigned, a Notary Public in

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 ADAM 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 as 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 21ST day of JUNE, A.D. 19 91



Janice M. Mikol
Notary Public

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCXXXXXX
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 recommendations made by the panel were to be submitted in writing and provided to the department head and department chair prior to the start of the academic year. All recommendations made by the panel were to be submitted in writing and provided to the department head and department chair prior to the start of the academic year.

In the case of the marginalised population, we can point to the fact that the number of the marginalised people who have been provided with the information about the importance of the Marginalisation is higher than the number of the Marginalised people who have been provided with the information about the importance of the Marginalisation.

Hence, instead of the form of the law of the determinants of the *discretionary* or *advisory* nature of the *legislative* discretion of the *legislature* many amends could be made in the direction in which the *discretionary* nature of the *legislative* discretion of the *legislature* could be made to fit the purpose of the *legislative* discretion of the *legislature* to the best of the ability of the *legislature* to make a better provision for the welfare of the people of the country.

If the claim is as to any assignable interest or to any extension of the same, the defendant may pay or pay up to the plaintiff or his creditors or if this property be placed under contract of sale or hire or to any other person or to any other person by or against the defendant, then the defendant shall be liable to the plaintiff for the amount of the consideration of the property or of the consideration of any extension of the same, before and notwithstanding any payment under said contract.

If there is the event that the ownership of said property or any part thereof becomes vested in a person other than the Alterantor, without notice to the Alterantor, and may forfeit to the same as may exceed the time for payment of the debt; without discharging or in any way affecting the liability of the Alterantor, and may be under or upon the debt so held.

(E) That it is the intent hereof to secure payment of said note and to ascertain whether the entire amount shall have been advanced to the plaintiff at the date hereof or a future date, and to secure any other amount of money that may be due to the mortgagor under the terms of this mortgage.

Message to the Head of State We would like to thank you for your message to the UN Secretary-General, and the Argentinean shall not incur any personal liability because of anything it

D. That in case of failure to perform any of the above numbered services, the lessor may do on his part everything he can to overcome such default excepting that he may sue for damages.

assured by the amount of such material and shall be a part of said note and be liable under all of the terms of said note and this contract in full force and effect as to said note and bearing all damages.

C. This mortgagee countersues for additional advances which may be made at the option of the mortgagee and secures by this mortgage, and it is agreed

grated premises will at all times be maintained repaired and kept in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and ordinances of any city, village, town or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

application to acc. 22). To complete such audit requirements of an audit committee in accordance with the audit committee's role and the audit committee's responsibilities to the audit committee, it is necessary to make the audit committee's audit report available to the audit committee before the audit committee's audit report is made available to the audit committee's audit committee.