

RUPICATE

# UNOFFICIAL COPY

R.T.G.F.  
BOX 370

Mortgage  
(Individual Form)

924752(0)

Loan No. 01 63257 05

## THE UNDERSIGNED,

PAVEL ISFAN and ELENA ISFAN, HUSBAND AND WIFE

of CITY OF CHICAGO, County of COOK, State of ILLINOIS

R.T.G.F.  
BOX 370

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

## CAGIN 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 7 IN BLOCK 3 IN KEENEY'S NORTH AVENUE SUBDIVISION, BEING A SUBDIVISION OF LOTS 2, 3 AND 4 IN COUNTY CLERKS DIVISION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT SUCH PARTS OF PECK'S ADDITION NOT VACATED) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1636 N. MANGO, CHICAGO, IL 60639.

PERMANENT TAX NUMBER: 13-32-414-021.

- DEPT-01 RECORDING \$27.00
- T84444 TRAN 1395 06/30/92 09:47:00
- \$8995 + 15 = 92-475200
- COOK COUNTY RECORDER

924752(0)

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 therein or thereon, the furnishing of which by lessor to lessee is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, two four 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 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) for the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of THIRTY-TWO THOUSAND AND NO /100 Dollars

18 32000.00 which Note, together with interest thereon as therein provided, is payable in monthly installments of THREE HUNDRED THREE AND 53/100 Dollars

19 303.53, commencing the 1ST day of FEBRUARY 1992, which payments are to be applied, first, to interest, and the balance to principal, until paid in full.

(b) for fifty nine months next thereafter succeeding and the final payment of the unpaid balance of the principal sum and accrued interest due thereon on or before the last day of JANUARY, 1997.

(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 THIRTY-EIGHT THOUSAND FOUR HUNDRED AND NO 7100 Dollars (\$38400.00), 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 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 thereon; (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

27 3/4

324752(0)  
Clerk's Office

**UNOFFICIAL COPY**

Box 403  
92475200

**MORTGAGE**

ISFAN, ISFAN

to

CRAIG FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
1636 N. MANGO  
CHICAGO, ILLINOIS 60639

Loan No. 01-63257-05

# UNOFFICIAL COPY

statutory period during which it may be issued. Mortgagor shall, however, have the discretion to waive or to abandon possession of said premises without affecting the lien hereon. Mortgagor shall have all rights, powers, and remedies which it might have had without this 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 Mortgagor'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 on his behalf, 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 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 in 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 mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this

20TH

day of DECEMBER  
*Xavier Isfan*  
PAVEL ISFAN

, A.D. 19 91  
(SEAL)

ELENA ISFAN

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

I, The Undersigned, a Notary Public In

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT PAVEL ISFAN and ELENA ISFAN, HUSBAND AND WIFE personally known to me to be the same person & whose name is are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 20TH day of DECEMBER, A.D. 19 91.

"OFFICIAL SEAL"  
JULIAN E. KULAS  
Notary Public, State of Illinois  
My Commission Expires 1-28-96

*Jillian E. Kulas*  
Notary Public

00000000000000000000000000000000

MY COMMISSION EXPIRES

MAIL TO: RICHARD J. JAHNS

THIS INSTRUMENT WAS PREPARED BY  
OF CRAGIN FEDERAL BANK FOR SAVINGS  
ASSOCIATION  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

# UNOFFICIAL COPY

1. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the mortgagee is hereby empowered to collect and receive all compensation due thereon, and to pay over the amount of the indemnities so received to the holder of the certificate of title.

it must paid all the included in any decree of judgment as a part of said mortgage debt and shall include interest to the third cent next, or if no such damages, then the sum of one hundred dollars per month for each year or part thereof, and the purchaser shall not be obliged to sue to the application of the purchase money.

H That the Masterpage may employ counsel for advice or other legal service at the Masterpage's discretion in connection with any dispute as to the debt hereby accrued or the lien of any instrument, or of any litigation in which the Masterpage may be made a party by reason of this lease or otherwise.

law of condensatation describes the law whereby creased or the property increased when it is used more.

If this is the event the ownership of said property or any part thereof, be deemed vested in a person other than the Mortgagor, the Mortgagor shall be liable to the Mortgagor, deal with such circumstances as may occur to the best of his knowledge and belief, without affecting the liability of the Mortgagor hereunder upon the debt secured.

The first is in the interest bearing to secure any other amount of said debt and obligation whether the entire amount shall have been advanced to the mortgagee or to a third party.

~~Marketing to do anything other than to do business under~~

(2) That in case of failure to perform any of the conditions herein, Mortgagor shall endeavor to cover and Mortgagor may do all that Mortgagor may do or the Lien holder may do to perfect the Mortgagor's interest in the property and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagor to pay the principal and interest and taxes and other expenses of the original indebtedness and may be deducted in any decree of foreclosure that Mortgagor shall be liable to pay the principal and interest and taxes and other expenses of the original indebtedness accrued by this Mortgagor which were not paid at the time of the execution of this instrument and to contribute such sum as may be necessary to make up the deficiency.

C This mortgagee can, on providing for additional advances which may be made at the option of the mortgagor, and secured by the same  
agreement that in the event of such advances the total interest thereon must be added to the unpaid balance of the note hereby  
assured for the amount of such advances and shall be a part of the total debt due under all of the terms of said note and this clause shall  
not affect the manner of payment or delivery of any additional advances under this contract, but in all other respects this contract shall  
remain in full force and effect as to said note and the debt thereon.

permise. (1) To appear in and defend any proceeding which in the opinion of the Director affects the security of herunder, and to pay all costs and expenses and legal expenses of any City, Village, and/or other governmental board, prepared and operated in accordance with the Director's direction, fees, charges, expenses and indemnities of any City, Village, and/or other governmental board, authority or agency having jurisdiction over the motor carrier premises.

of the property after deduction of expenses incurred in the administration of the partnership or of the property by reason of the non-observance of any provision of the partnership agreement.