

# UNOFFICIAL COPY

BOX 260

Mortgage Park Ridge  
2799082

(Individual Form) 2799082  
Loan No. 03-65774-15

THE UNDERSIGNED,

DANNY T. O'LEARY and MARTINA M. O'LEARY, HUSBAND AND WIFE and  
MARTIN G. RONAN, A BACHELOR and SARAH T. BEHAN, A SPINSTER  
of VILLAGE OF SCHILLER PARK, COOK, County of ILLINOIS, State of ILLINOIS

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

## CRAIG 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

LOT 36 IN ALBERT WISNER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF  
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP  
40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 1442 W. MELROSE,  
CHICAGO, ILLINOIS 60657.

PERMANENT INDEX #14-20-325-025-0000

DEPT-01 RECORDING \$29.00  
T#1111 TRAN 9346 10/27/92 15:01:00  
44903 # 92-799082  
COOK COUNTY RECORDER

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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 therein or thereon, the furnishing of which by lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, fire door bolts, 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, bailees 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 thereto 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 Mortgagor 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 the date herewith in the principal sum of NINETY THOUSAND AND NO /100 payable monthly Dollars

1. 90000.00

which Note, together with interest thereon as therein provided,

Dollars

(2) [REDACTED] day of [REDACTED]

day of [REDACTED]

(b) SEE ADDENDUM "A" ATTACHED HERETO

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For value received, the Undersigned ("Borrower") promise(s) to pay CRAIG FEDERAL BANK FOR SAVINGS, or order, the principal sum of NINETY THOUSAND AND NO/100 Dollars (\$ 90,000.00).

Interest from October 1, 1992 shall be based at 2% above the Prime Rate (rounded to the nearest 1/8%) as published by the First National Bank of Chicago on the 25th of the month preceding the change date or other index if this ceases to be published. Said interest shall be adjusted every calendar quarter. The mortgage interest may increase or decrease based upon the change of the stated Prime Rate. Interest shall be payable monthly commencing on October 1, 1992 for a period of 2 years at 5200 West Fullerton Avenue, Chicago, Illinois 60639 or such other place as the note holder may designate. Said monthly installments shall continue until the entire indebtedness evidenced by the note is paid in full except that any remaining indebtedness, if not paid sooner, shall be due and payable on or before the first day of September, 1994.

29

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

**MORTGAGE**

Box 403 3213300

O'LEARY, O'LEARY

RONAN, BEHAN

To

CRAIG FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
1442 W. MELROSE  
CHICAGO, ILLINOIS 60657

Loan No. 03-65774-15

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Box 403

SP153683

# MORTGAGE

O'LEARY, O'LEARY

MONAN, BEHAN

to

CEASIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
1442 W. MELROSE  
CHICAGO, ILLINOIS 60657

Loan No. 03-65774-15

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

statutory period during which it may be waived. 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. Mortgagors shall have all powers, rights, while it may have had without this paragraph. No suit shall be maintained against Mortgagors 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 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 adjacency of the Mortgagor or the then value of said premises, to whatever the same shall then be occupied by the means of the equity of redemption or 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 therein 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 10TH

day of SEPTEMBER , A.D. 19 92

X Danny T O'Leary

(SEAL)

DANNY T. O'LEARY

X Martina M O'Leary

(SEAL)

MARTINA M. O'LEARY

X Martin G Ronan

(SEAL)

MARTIN G. RONAN

X Sarah T. Behan

(SEAL)

SARAH T. BEHAN

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 DANNY T. O'LEARY and MARTINA M. O'LEARY, HUSBAND AND WIFE and MARTIN G. RONAN, A BACHELOR and SARAH T. BEHAN, A SPINSTER personally known to me to be the same person whose names 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 10TH day of SEPTEMBER , A.D. 19 92.

"OFFICIAL SEAL"

MARYANN T. RAIMOND

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 12/18/95

Notary Public

J. Raimond

MY COMMISSION EXPIRES

RICHARD J. JAHNS

THIS INSTRUMENT WAS PREPARED BY

OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIATION  
5133 WEST FULLERTON AVENUE CHICAGO, ILLINOIS 60639

9279SC83

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The fact in the event the ownership of said property of any Part thereto becomes vested in a Person other than the Mortgagor, the Mortgage may, without notice to the Mortgagor, and may withdraw the services of an escrow agent to the extent of the debt, excepted hereby, and the debt hereby secured in the same manner as with the Mortgage, and may require payment of upon the date socreddit.

2. There is no clear incentive approach to secure payment of utility bills and other debts under the terms of the lease agreement.

D. That in case of failure to perform any of the covenants herein Mortgagor may do on Mortgagor's behalf every thing to cover and protect my also do my best to my detriment to meet and satisfy all demands and monies paid or disbursed by Lender for the benefit of the Lender hereon; that Mortgagor will repay upon demand any money paid or disbursed by Lender for the benefit of the Lender hereon; that Mortgagor will pay all expenses incurred by Lender in connection with the enforcement of any of the covenants herein.

**C**onsequently, companies that have adopted a strict no-tolerance policy may be made to take position of the no-tolerance rule and eventually end up being sued for damages.

and other measures required or specified, the underlined portion of the current year's loan to one-half of such of the loan and to pay monthly to the Mortgagor a sum determined by the amount of the principal and interest payments and the number of days remaining in the month in which the payment is due.