

UNOFFICIAL COPY

BOX 260

Mortgage

(Individual Form)

92799082

2799082

Park Ridge

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

CRAGIN FEDERAL BANK FOR SAVINGS

UNITED STATES OF AMERICA

a corporation organized and existing under the laws of the

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 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 #4983 * -92-799082 COOK COUNTY RECORDER

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 lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, iron door 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 not 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, lienholders 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 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 even date herewith in the principal sum of NINETY THOUSAND AND NO /100 90000.00 Dollars payable monthly

(b) which Note, together with interest thereon as therein provided, Dollars

(c) commencing the day of Dollars

SEE ADDENDUM "A" ATTACHED HERETO

For value received, the Undersigned ("Borrower") promise(s) to pay CRAGIN 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 preceeding 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

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Property of Cook County Clerk's Office

Box 403

MORTGAGE

O'LEARY, O'LEARY

RONAN, BEHAN

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
1442 W. MELROSE
CHICAGO, ILLINOIS 60657

Loan No. 03-65774-15

Box 403

624133883

MORTGAGE

O'LEARY, O'LEARY

RONAN, BEHAN

to

CEAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
1442 W. MELROSE
CHICAGO, ILLINOIS 60657

Loan No. 03-65774-15

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statutory period during which it may be sold. Mortgagee shall, however, in any litigation or proceeding at any time to refuse to take or to abandon possession of said premises without affecting the lien hereon. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be maintainable against Mortgagee 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 Mortgagee, or any party claiming under him, and without regard to the expediency of the Mortgagee or the then value of said premises, or whether the same shall then be occupied by the owner or 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 in 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.

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) X Martina M. O'Leary (SEAL)
DANNY T. O'LEARY MARTINA M. O'LEARY
X Martin G. Ronan (SEAL) X Sarah T. Behan (SEAL)
MARTIN G. RONAN SARAH T. BEHAN

STATE OF ILLINOIS

I, The Undersigned, a Notary Public in

COUNTY OF COOK

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



Maryann T. Rimondi
Notary Public

MY COMMISSION EXPIRES

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

9279SC83

