

UNOFFICIAL COPY

92824050

(Corporate Form)

Loan No. 10495-6

THIS INDENTURE WITNESSETH: That the undersigned RADDATZ CONSTRUCTION, INCORPORATED 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

SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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 5 in Block 3 in Louis Heintz's Subdivision of the East 24 Acres, East of and adjoining the West 10 Acres of North 1/2 of the North 1/2 of the Southwest 1/4 of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 621 West 43rd Street Chicago, Illinois 60609

Permanent Index No. COOK COUNTY, ILLINOIS

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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, airconditioning, 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-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 set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subordinated to the rights of all mortgages, 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 (above), 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) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of Eighty Thousand and No/100 Dollars (\$ 80,000.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of SEE ATTACHED INTEREST RATE RIDER Dollars

INTEREST RATE RIDER

The interest to be charged on this indebtedness shall be:

The prime rate plus 2.00 % as published in the Wall Street Journal on the first business day of each calendar month. The Prime Rate shall be defined as that rate announced and published from time to time by the Money Section of the Wall Street Journal on the first business day of the month. If the Wall Street Journal publishes a prime interest rate range, then the Prime Rate shall be the highest rate specified in said range. In the event the Wall Street Journal ceases to publish a Prime Rate in the Money Section or any place else in its publication, then Lender reserves the sole right to select an acceptable substitute therefore.

Interest shall be payable monthly from date of disbursement on the unpaid balance remaining from time to time beginning on the First day of DECEMBER, 1992.

The entire indebtedness both principal and interest evidence by this Note, if not sooner paid, shall be due and payable on DECEMBER 31, 1993.

Notice to the Mortgagor, debt with such successors or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured; the Mortgagee may also, should the property become vested in a person other than the Mortgagor, increase the interest provided to a rate not in excess of 1% above the present interest rate as set forth in this note.

If all or any part of the property or interest therein is sold or transferred by deed or agreement for deed, by the borrower without lenders written consent, lender may, at lenders option, declare all the sums secured by this mortgage to be immediately due and payable.

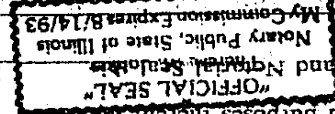
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25 Dec

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ATTN: Cynthia Belkic
HomeTown, Illinois 60456
4062 Southwest Highway
SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION
THIS INSTRUMENT WAS PREPARED BY:
Mortgage for Corporation
30 McSpecial Accounting Division



My Commission expires
Notary Public, State of Illinois
24th day of October A.D. 19 92
Notary Public

GIVEN under my hand and Notary Seal
seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth
and there acknowledged that she, as custodian of the corporate seal of said Corporation, did affix said act of said Corporation, for the uses and purposes therein set forth; and the said Vice President
President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Vice President
to me to be the same persons whose names are subscribed to the foregoing instrument as such
and Annette M. Raddatz, Vice President
Thomas P. Raddatz, President of RADDATZ CONSTRUCTION, INC.

A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT
COUNTY OF Cook
STATE OF Illinois

ATTEST: *Annette M. Raddatz*
Vice President
By *Thomas M. Jonker*
President

tion duly passed by the Board of Directors of said Corporation
this 24th day of October A.D. 19 92, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation
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 Vice President

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage
IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its Vice President
President, and its corporate seal to be hereunto affixed and attested by its Vice President
this 24th day of October A.D. 19 92, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation
ATTEST: *Annette M. Raddatz*
Vice President
By *Thomas M. Jonker*
President
A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT
COUNTY OF Cook
STATE OF Illinois
GIVEN under my hand and Notary Seal
seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth
and there acknowledged that she, as custodian of the corporate seal of said Corporation, did affix said act of said Corporation, for the uses and purposes therein set forth; and the said Vice President
President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Vice President
to me to be the same persons whose names are subscribed to the foregoing instrument as such
and Annette M. Raddatz, Vice President
Thomas P. Raddatz, President of RADDATZ CONSTRUCTION, INC.
My Commission expires
Notary Public, State of Illinois
24th day of October A.D. 19 92
Notary Public

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If all or any part of the property or interest therein is sold or transferred by deed or agreement for deed, by the borrower without lenders written consent, lender may, at lenders option, declare all the sums secured by this mortgage to be immediately due and payable.

THE MORTGAGOR COVENANTS:

- (1) The pay said indebtedness and the interest thereon as herein and in said note provided...
(2) The performance of all of the covenants and obligations of the Mortgagor, as contained herein and in said Note.

excess of Eighty Thousand and No/100 Dollars (\$ 80,000.00)
The entire indebtedness is not paid 50th day of December 1993.

First day of December 1992
Mortgage No. 10495-6

BOX 404
Mortgage 2
Loan No. 10495-6

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Mortgage 2
Loan No. 10495-6
BOX 404

7358902
1993

County Clerk's Office

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G That time is of the essence... making any payment under said note or obligation or any extension or renewal thereof...

H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument...

I 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 which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as may elect, to the immediate reduction of the indebtedness secured hereby...

J All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof...

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...

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...

The Mortgagor hereby waives any and all right of redemption from sale under any order or decree of foreclosure of 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 Vice President _____ Secretary

this 24th day of October, A.D. 19 92, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.

ATTEST: Annette M. Raddatz Vice President; RADDATZ CONSTRUCTION, INCORPORATED; By Thomas P. Raddatz President

STATE OF Illinois; COUNTY OF Cook; SS. I, Therese M. Jonker

A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT

Thomas P. Raddatz President of RADDATZ CONSTRUCTION, INC. and Annette M. Raddatz Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that she, as custodian of the corporate seal of said Corporation, did affix said

seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 24th day of October, A.D. 19 92; My Commission expires; Notary Public, State of Illinois; My Commission Expires 8/14/93

92824050

Mortgage for Corporation; 30 MCI-Special Accounting Division; THIS INSTRUMENT WAS PREPARED BY: SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION; 4062 Southwest Highway; Hometown, Illinois 60456; ATTN: Cynthia Beilke