

UNOFFICIAL COPY

Mortgage

(Corporate Form)

Loan No. 03-66089-04

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 4 IN CAPILL'S RESUBDIVISION OF LOTS 1 THROUGH 18 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: 3705 N. OAK PARK AVE., CHICAGO, IL 60634.
PERMANENT INDEX # 13-19-207-004 and 13-19-207-005

02845281

RECORDED IN COPIES OF RECORDS OF COOK COUNTY CLERK'S OFFICE
Lombard, Illinois 60148
(708) 512-0441

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 use of which by lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, interior doors, bookshelves, 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 covenants 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, lessees 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 Mortgagee does hereby release and waive.

TO SECURE

(i) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing from date herewith in the principal sum of **ONE HUNDRED FORTY-ONE THOUSAND AND NO /100** Dollars, payable monthly, which Note, together with interest thereon as therein provided, .

141000.00

Dollars

PAYABLE MONTHLY

Dollars

day of

19

(ii) 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 **ONE HUNDRED FORTY-ONE THOUSAND AND NO/100** Dollars (\$ 141,000.00).

Interest from NOVEMBER 01, 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 NOVEMBER 01, 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 OCTOBER, 1994.

pd
C251564
lago
10/20/92

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Lombard, Illinois 60148
(708) 512-0441

BGR 403

RECORDED
IN
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OFFICE
OF
COOK
COUNTY

UNOFFICIAL COPY

MORTGAGE

Box 403

CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3705 N. OAK PARK AVE. (LOT 4)
CHICAGO, ILLINOIS 60634

Loan No. 03-66099-04

44-172-283

Property of Cook County Clerk's Office

DEPT-01 RECORDING
48712 *-92-845281
T#6666 TRAN 0532 11/12/92 15:36:00
COOK COUNTY RECORDER
429.00

UNOFFICIAL COPY

MORTGAGE

Box 403

CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3705 N. OAK PARK AVE. (LOT 4)
CHICAGO, ILLINOIS 60634

Loan No. 03-66099-04

DEPT-01 RECORDING \$29.00
146666 TRAN 0532 11/12/92 15:36:00
.0712 + *-92-8451281
COOK COUNTY RECORDER

SP-2-251

UNOFFICIAL COPY

statutory period during which it may be foreclosed. Mortgagor shall, however, have the right at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all power, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon action or impositions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

C. 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.

D. 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.

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 Assistant Secretary, this 13TH day of OCTOBER A.D., 1992, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

ATTEST: Genevieve S. Koziol
Assistant Secretary

CRAGIN SERVICE CORPORATION

By John F. Belter
President

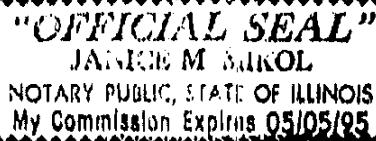
STATE OF ILLINOIS

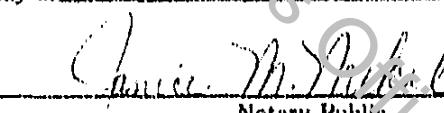
COUNTY OF Cook

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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 GENEVIEVE KOZIOL personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the above 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 ab 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 13TH day of OCTOBER A.D. 1992




Janice M. Baikol
Notary Public

MY COMMISSION EXPIRES _____

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIXXXXXX

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.

