

UNOFFICIAL COPY

Mortgage

(Corporate Land Trustee Form)

92907283

Loan No. 01-69369-02

THIS INDENTURE WITNESSETH: That the undersigned _____
COMMERCIAL NATIONAL BANK OF BIRWYN, A NATIONAL BANKING ASSOCIATION ~~and not individually~~

~~corporation~~ organized and existing under the laws of the UNITED STATES OF AMERICA

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated JANUARY 18, 1988 and known as trust number 880190, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey 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:
LOTS 15 AND 16 IN BLOCK 1 IN THE RESUBDIVISION OF BLOCK 34 IN HAWTHORNE, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3217 S. 60TH AVENUE, CICERO, ILLINOIS 60650

PERMANENT INDEX NO. 16-33-213-004 AND NO. 16-33-213-010

Exemption provision restricting any liability of the Commercial National Bank of Birwyn stated on the reverse side hereof is hereby expressly made a part hereof.

DEPT-01 RECORDING \$29.00
T42227 TRAN 4084 12/03/92 14:24:00
44110 * 92-907283
COOK COUNTY RECORDER

92907283

2473266
EXACT COPY OF THE ORIGINAL DOCUMENT.

By: _____ together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, 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 thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, green doors, in a bar, beds, awnings, gloves 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, 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) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of ONE HUNDRED ONE THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 101700.00) which Note, together with interest thereon as therein provided, is payable in monthly installments of SEVEN HUNDRED THIRTY-SEVEN AND 40/100 Dollars (\$ 737.40) commencing the 1ST day of JANUARY, 19 93 which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor or its successors 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 ONE HUNDRED TWENTY-TWO THOUSAND FORTY AND NO/100 Dollars (\$ 122040.00), provided that nothing herein contained shall be construed 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 and how 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

Box 403

29

1 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 agreement for the use or occupancy of said property, or any part thereof, whether or not the same are now due or hereafter to become due...

2 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 it may elect...

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UNOFFICIAL COPY

01-86389-02

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 solvency of the Mortgagee 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 thereon 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 taxed and the 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 prior to the term 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 of any 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, personal and assigns of the Mortgagee, and the necessary and assign of the Mortgagee, and that the powers herein mentioned may be exercised as often as herein thereafter stated.

M. The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N. The right is hereby reserved by the Mortgagee to make partial release or release of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of any parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of the mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

O. This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the undersigned hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee of said, personally for the said note or any interest therein, or any indebtedness securing hereunder, or to perform any covenant, either express or implied herein contained, or such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness securing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, caused these presents to be signed by its _____ President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary, this 9th day of NOVEMBER, A.D. 19 92.

SEE ATTACHED RIDER FOR TRUSTEE'S SIGNATORY
ATTEST
_____ By _____
Secretary President
As Trustee as aforesaid and not personally

STATE OF ILLINOIS }
COUNTY OF _____ } ss
I, the undersigned, _____ a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ personally known to me to be the _____ President of COMMERCIAL NATIONAL BANK OF BERWYN

a corporation, and _____ personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same 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 as 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 16th day of NOVEMBER, A.D. 19 92.

Notary Public

MY COMMISSION EXPIRES _____

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

OF CRAGIN FEDERAL BANK FOR SAVINGS

5131 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

92507283

UNOFFICIAL COPY

Box 403

MORTGAGE

COMMERCIAL NATIONAL BANK OF BERWYN

TR. NO. 880190 DATED: JANUARY 18, 1988

CRACIN FEDERAL BANK FOR SAVINGS

PROPERTY AT: 3217 S. 50TH AVE
CICERO, ILLINOIS 60650

Loan No. 01-60369-02

Property of Cook County Clerk's Office

92807283

