

UNOFFICIAL COPY

Mortgage

Loan No. 03-66433-04

(Corporate Form)

92965326

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 15 IN PONTARELLI BUILDERS SUBDIVISION UNIT 2, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3757 N. NORMANDY, CHICAGO, ILLINOIS 60634
PERMANENT INDEX NO. 13-19-205-004

DEPT-01 RECORDING 377 00
7#1111 Issue 7408 12-22-92 14 51 00
RECEIVED 12-22-92 14 51 00
COOK COUNTY RECORDER

92965326

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, in a door body, awnings, stairs 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, 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, and 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 ONE HUNDRED FORTY-FIVE THOUSAND AND NO /100 Dollars

(b) 145000.00 Dollars, which Note, together with interest thereon as therein provided, PAYABLE MONTHLY

18 145000.00 Dollars, which Note, together with interest thereon as therein provided, shall be paid to the Mortgagee on the first day of each month commencing on DECEMBER 1, 1992 and thereafter on the first day of each month thereafter 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 NOVEMBER, 1994.

(b) 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 FIVE THOUSAND AND NO/100 Dollars (\$ 145,000.00),

Interest from DECEMBER 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 DECEMBER 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 NOVEMBER, 1994.

Handwritten notes: 92965326, 108, 2, 108, 92965326

Handwritten initials: JTD

UNOFFICIAL COPY

Box 403

MORTGAGE

CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3757 N. NORMANDY
CHICAGO, ILLINOIS 60634

Loan No. 03-66433-04

Property of Cook County Clerk's Office

00005270

UNOFFICIAL COPY

P-30

A (1) To pay and discharge and the interest thereon an herein and in said note provided, or according to any agreement extending the time of pay... (2) To pay when due and before any penalty attaches thereon all taxes, special assessments, water charges, sewer charges, street charges, and other charges...

THE MORTGAGOR COVENANTS:

(3) The performance of all of the covenants and obligations of the Mortgagor in the Mortgage, as contained herein and in said Note... (5) Any advance made by the Mortgagor to the Mortgagee, or the exercise in title, for any purpose, at any time before the release and cancellation of this Mortgage...

Property of Cook County Clerk

Together with all buildings, improvements, fixtures or apparatus, furniture or household goods now or hereafter placed thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services...

DEPT-01 RECEPTION
MAIL ROOM 107-107-14 51.00
4218 # 1-30-11-4-2116
COOK COUNTY RECORDS

9294

LOT 12 IN PONTARELLI BUILDERS SUBDIVISION UNIT 2, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 3757 N. NORMANDY, CHICAGO, ILLINOIS 60634 PERMANENT INDEX NO. 13-19-203-004

1247393
107
92

in the State of ILLINOIS, to wit: hereinafter referred to as the Mortgagor, the following real estate in the County of COOK a corporation organized and existing under the laws of the UNITED STATES OF AMERICA CRAIGIN FEDERAL BANK FOR SAVINGS hereinafter referred to as the Mortgagee, does hereby Mortgage and Warrant to a corporation organized and existing under the laws of the STATE OF ILLINOIS THIS INDENTURE WITNESSETH: That the undersigned CRAIGIN SERVICE CORPORATION

92965326

(Corporate Form)

Loan No. 03-66433-04

Mortgage

Box 403

MORTGAGE

CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3757 N. NORMANDY
CHICAGO, ILLINOIS 60634

Loan No. 03-66433-04

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00985876

UNOFFICIAL COPY

period of redemption, for the full insurable value thereof, through such agents or brokers, and in such form as shall be satisfactory to the mortgagee. Any insurance shall remain with the mortgagee during the period of redemption, and in case of foreclosure and payment of the mortgage, the mortgagee shall be authorized to adjust, collect and contribute to the cost of the property for such purposes, and the mortgagee is authorized to apply the proceeds of any insurance in payment of the mortgage. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

10. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

11. In the event of foreclosure or other sale of the property, the mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

12. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

13. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

14. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

15. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

16. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

17. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

18. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

19. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

20. The mortgagee shall be deemed to have assigned to the mortgagee all rights in and to the property and the proceeds of any insurance which may be payable or become payable to the mortgagee, and the mortgagee shall have the right to assign the same to any other party.

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statutory period during which it may be issued. Mortgagee 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. Mortgagee shall have all powers, if any, which it might have had without this paragraph, so suit shall be sustainable 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 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.

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, 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.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure or this mortgage.

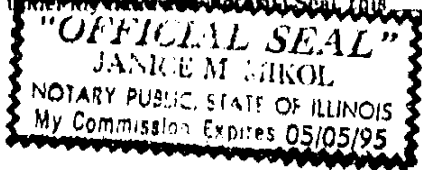
IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its _____
President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary,
this 12TH day of NOVEMBER A.D., 19 92, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

ATTEST: _____ Secretary By _____ President
CRAGIN SERVICE CORPORATION

STATE OF ILLINOIS }
COUNTY OF COOK } 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 ADAM A. JAHNS 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 Notary Seal this 12TH 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 ASSOCIATION
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.

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