

UNOFFICIAL COPY

2nd Edition

92965330

Mortgage
(Corporate Form)

Loan No. 03-66422-04

(4)

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 35 IN PONTARELLI BUILDERS SUBDIVISION UNIT 2, 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: 3800 N. RUTHERFORD, CHICAGO, ILLINOIS 60634
PERMANENT INDEX NO. 13-19-205-004

DEPT. OF RECORDS & CLERK
TAXES & FINANCE
RECORDS & CLERK
COOK COUNTY CLERK
\$27.00
1992 JAN 14 10:00
RECORDED 13-19-205-004

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 is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, a floor 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 subrogated to the rights of all mortgagees, vendors 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 **ONE HUNDRED SEVENTY THOUSAND AND NO /100** Dollars
(b) **170000.00**, which Note, together with interest ~~payable in monthly installments of~~ payable monthly Dollars
- (2) ~~commencing the~~ day of **SEE ATTACHED ADDENDUM "A" HERETO** ~~which payment shall be applied first to interest, and the balance to principal, until said indebtedness is paid in full.~~

For value received, the Undersigned ("Borrower") promise(s) to pay CRAGIN FEDERAL BANK FOR SAVINGS, or order, the principal sum of ONE HUNDRED SEVENTY THOUSAND AND 00/100 Dollars (\$170,000.00).
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.

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720

Box 403

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Property of Cook County Clerk's Office

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Box 403

MORTGAGE

CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3800 N. RUTHERFORD
CHICAGO, ILLINDIS 60634

Loan No. 03-66422-04

Box 403

MORTGAGE

CRAIGIN SERVICE CORPORATION

to

CRAIGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3800 N. RUTHERFORD
CHICAGO, ILLINOIS 60634

Loan No. 03-66422-04

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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 of any, which it might have had without this paragraph. No 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 notified 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 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 Mortgagee, 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 _____ Secretary,

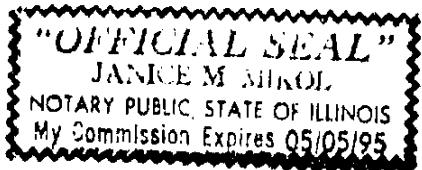
this 12TH day of NOVEMBER A.D., 19 92 pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

ATTEST: Adam A. Jahns Secretary [Signature] 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 Notarial Seal, this 12TH day of NOVEMBER A.D. 19 92



[Signature]
Notary Public

MY COMMISSION EXPIRES _____
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIATION XXX
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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CRAGIN
FEDERAL BANK
5201 WEST FULLERTON CHICAGO, ILLINOIS 60639

PARTIAL
RELEASE OF MORTGAGE

Loan No. 1-61947-15

THE ABOVE SPACE FOR RECORDER USE ONLY

KNOW ALL MEN BY THESE PRESENTS That
Cragin Federal Bank for Savings of Chicago

a corporation existing under the laws of the United States of America, for and in consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby Remise, Convey, Release and Quit Claim unto

CRAGIN SERVICE CORPORATION

all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage recorded in the Recorder's office of Cook County, Illinois as Document No. 91391680 to the premises therein described to-wit:

LOT 35 IN PONTABELLI BUILDERS SUBDIVISION UNIT 2, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #13-5-205-004

COMMONLY KNOWN AS: 3800 W. RUTHERFORD, CHICAGO, ILLINOIS 60634

123 00
14111 160N 7450 12/22/92 14 52:00
42573 II N-122-9265331
COOK COUNTY RECORDER



IN TESTIMONY WHEREOF, THE SAID **Cragin Federal Bank for Savings of Chicago** hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Assistant Vice President, and attested to by its Assistant Secretary, this 23rd day of NOVEMBER 1992

Cragin Federal Bank for Savings of Chicago

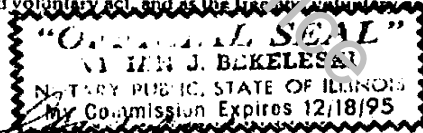
Attest: Bill Gray Assistant Secretary By: [Signature] Assistant Vice President

92965331

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of **Cragin Federal Bank for Savings of Chicago** and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized 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, the day and year first above written.



[Signature]
Notary Public

THIS INSTRUMENT WAS PREPARED BY
RICHARD J. JAHNS

5133 WEST FULLERTON, CHICAGO, ILLINOIS 60639

Recorder's Box No. 403

Mail to:

CRAGIN FEDERAL BANK FOR SAVINGS
425 West Devon Avenue
Park Ridge, Illinois 60068

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED

23th

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