

# UNOFFICIAL COPY

92267053

Mortgage 67053 Loan No. 01-63800-04

(Corporate Form)

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 Mortgagor, the following real estate in the County of COOK

In the State of ILLINOIS, to wit:

LOT 18 IN FONTARELLI 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: 3743 N. NORMANDY, CHICAGO, IL 60634

PERMANENT TAX NUMBER: 13-19-205-004

DEPT-D1 RECORDING

625.00

T#2222 TRAN 2389 04/21/92 18-12100

03086 0 20-92-267053

COOK COUNTY RECORDER

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 for heating, 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, door bolts, 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, or set over unto the Mortgagor, whether now due or hereafter to become due as provided herein. The Mortgagor is hereby subrogated to the rights of all mortgagees, lessors 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 Mortgagor 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 give up.

### TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagor bearing even date herewith in the principal sum of ONE HUNDRED FORTY-TWO THOUSAND AND NO /100 Dollars, 142000.00, which Note is to bear interest at the rate of fifteen percent (15%) payable monthly, on the unpaid principal amount of the same, day of

(b) for ten months next thereafter succeeding and a final payment of the unpaid balance of the principal sum together with all the earned and unpaid interest thereupon and all costs, advances, expenses and penalties, if any, which may have accrued thereupon on or before the first day of FEBRUARY, 1993.

(2) any advances made by the Mortgagor to the Mortgagor, or its successor 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 SEVENTY THOUSAND FOUR HUNDRED AND NO 418900.00 Dollars, provided that, nothing herein contained shall be considered 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 Mortgagor, 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 thereof; (2) To pay, when due 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 Mortgagor, 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 Mortgagor may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

BOX 403

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Box 403  
92287353

**MORTGAGE**

**CRAGIN SERVICE CORPORATION**

to

**CRAGIN FEDERAL BANK FOR SAVINGS**

**PROPERTY AT:**

**3743 N. NORMANDY,  
CHICAGO, ILLINOIS 60634**

**Loan No. 01-63800-04**

Property of Cook County Clerk's Office

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statutory period during which it may be issued, Mortgagor 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. Mortgagor shall have all power, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor 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 sufficiency 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 exercised concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the rights 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 4TH day of MARCH A.D., 19 92, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.

CRAGIN SERVICE CORPORATION

ATTEST: *Genevieve S. Kozol*  
Secretary

By: *John F. Belter*  
President

STATE OF ILLINOIS  
COUNTY OF COOK } SA.

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 S. KOZOL 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 at their free and voluntary act, and on 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 4TH day of MARCH A.D. 19 92.

OFFICIAL SEAL  
JANICE M. MIKOL  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 05/05/95

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

92287053

It is understood, agreed and admitted 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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**J** All communities, rural, urban or by nature of any particular form of settlement, have the right to determine and protect their natural environment and their cultural and spiritual values. This right includes the right to participate in decision-making processes at all levels of government, to demand and receive information and advice on environmental issues, to take action to prevent and mitigate adverse effects on the environment, and to receive compensation for damage caused by environmental degradation. It also includes the right to participate in the development and implementation of environmental policies and programs, and to receive information and advice on environmental issues, to take action to prevent and mitigate adverse effects on the environment, and to receive compensation for damage caused by environmental degradation.

1. In case the mortgagor dies before, or any part thereof, shall be taken by his/her heirs, the mortgagee is entitled to receive all compensation which may be paid for any property left in his/her possession at the time of death, to the immediate and total extinction of the indebtedness secured thereby, or to the parts and割付部分 of the principal of any property so claimed, provided that any excess of the inheritance shall be delivered to the Mortgagee for his/her benefit.

If these two categories may employ cultural or artistic devices to the loan of their literature, or literary devices to the loan of their language, we may add a third class of devices which may affect the loan of both literature and language.

(1) **Definition of a procedure** In general, a procedure is a sequence of statements that performs some task. It is a way of organizing code so that it can be used repeatedly. A procedure is defined by its name, parameters, and body. The body contains the statements that are executed when the procedure is called.

*¶ That in the event of any part thereof or of its contents vesselled in a person other than the Master or Master's agent, the Master may, without discharging any liability of the Master or upon the date specified,*

donor records. DR is a donor profile, and is used to secure any other amounts of money, and obligation whether the author may be asked to do the same thing again.

any of the above purposes and such money as may be necessary to do so; to pay debts due to him personally; that Mortgagee will ready upon demand and any money paid or disbursed by him to defray expenses of collection;

agreed that in the event of an emergency the maximum time may be made in the opinion of the Minister of Health and Welfare and authorized by the Minister of National Defence.