

UNOFFICIAL COPY

03 04472-02

This instrument was prepared by:

RICHARD J. JAHNS
(Name)

5133 W. FULLERTON AVENUE
(Address)

CHICAGO, IL 60639

MORTGAGE

92330433

THIS MORTGAGE is made this 14TH day of APRIL 1992, between the Mortgagor, MICHAEL J. LEVINE AND CHRISTINA K. LEVINE, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee, CRAGIN FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, whose address is 5133 WEST FULLERTON CHICAGO, IL 60639 (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED NINE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 14, 1992 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not earlier paid, due and payable on MAY 1, 2012

TO SECURE to Lender for the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois

LOT 2 IN KOPP'S SUBDIVISION OF THE WEST 44.58 FEET OF THE NORTH 172 FEET OF THE EAST 805.55 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 2 A FOR SAID SAID POINT BEING 48.18 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 2 AND EXTENDING IN A SOUTHEASTERLY DIRECTION TO A POINT ON SOUTH LINE ON SAID LOT 2 SAID POINT BEING 45.68 FEET EAST OF THE SOUTH WEST CORNER OF LOT 2 AS AFORESAID IN COOK COUNTY ILLINOIS

PERMANENT INDEX # 92330433

AMUNTY TITLE GUARANTY
17 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-521-1111

92330433

COOK COUNTY RECORDING \$27.00
146666 TRAN 1375 05/13/92 05:50:00
1285 PH **92-330433
COOK COUNTY RECORDER

which has the address of 4835 W JARLATH LINCOLNWOOD
(Street) (City)
IL 60646 (State and Zip Code) (herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the property.

27

W
10/1
08/05/93

08/05/93

BOX 403

1. If the Borrower elects to occupy the Property as the primary or secondary residence...

Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time...

10. Acceleration. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant in this Mortgage, Lender may, at its option, declare the Mortgage to be immediately due and payable...

11. Assignment. Lender may, at its option, assign all or part of its interest in this Mortgage to a third party...

12. Fraction of the Property. Assumption. If all or any part of the Property is sold or transferred to a third party...

13. Without Lender's prior written consent, including the creation of a lien or encumbrance subordinate to this Mortgage...

14. Lender reserves such option to accelerate. Lender shall have the right to accelerate the Mortgage at any time...

15. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

16. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

17. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

18. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

19. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

20. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

21. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

22. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

23. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

24. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

25. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

26. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

27. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

28. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

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30. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

31. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

32. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

33. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

34. Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable...

03-64422-02

UNOFFICIAL COPY

03-64422-02

prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred, (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus 1% of \$ 21800.00.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage ~~without charge~~ to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Michael J. Levine
MICHAEL J. LEVINE

-Borrower

Christina K. Levine
CHRISTINA K. LEVINE

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

STATE OF ILLINOIS *Cook* County
I, *Rosa Ratajczyk* a Notary Public in and for said county and state, do hereby certify that

MICHAEL J. LEVINE AND CHRISTINA K. LEVINE HUSBAND AND WIFE

personally known to me to be the same persons) whose names) are subscribed to my foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14TH day of APRIL, 19 92

My Commission expires 835-93

Rosa Ratajczyk



(Space Below This Line Reserved For Lender and Recorder)

RETURN TO BOX 403

03-03556

UNOFFICIAL COPY

AGREEMENT FOR ADDITIONAL ADVANCES

92330434

WHEREAS, the undersigned executed and delivered to the
CRAGIN FEDERAL BANK FOR SAVINGS

DEPT-01 RECORDING
1-60066... JAN. 1375... 05/13/92... 17:50:00 \$28.00
42853 H * -92-330434
COOK COUNTY RECORDER

a note secured by a mortgage, or other instrument, to said Association, or for its benefit, recorded in the Recorder's Office of Cook County, Illinois, as Document No. 91155437, dated the 25th day of March, 1991, for an original sum of ONE HUNDRED FIVE THOUSAND AND NO/100 Dollars (\$ 105,000.00) which provides for additional advances to be secured by said Instrument as a first lien; therefore, it is agreed that an additional advance shall be made upon the said note in the sum of FORTY THOUSAND AND NO/100 Dollars (\$ 40,000.00) to be charged to said loan account known as Loan No. 1-60710-48 upon the books of said association. It is agreed that the total unpaid balance of said indebtedness of this date is ONE HUNDRED FOUR THOUSAND FOUR HUNDRED TWENTY EIGHT AND 96/100 Dollars (\$ 104,428.96) and that the total unpaid balance, including this additional advance, will be ONE HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED TWENTY EIGHT AND 96/100 Dollars (\$ 144,428.96) that monthly payments shall be continued as provided in said note, payable ONE THOUSAND THREE HUNDRED TWENTY AND 49/100 Dollars (\$ 1320.49) per month. Future interest upon said entire indebtedness shall be as follows: ten per centum per annum (10%) and per term on note

LOT 31 IN BLOCK 1 W.L. SCHRADERS SUBDIVISION OF BLOCK 47 OF EXECUTORS OF W.E. JONES SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

Commonly known as: 3249-47 N. Leavitt, Chicago, IL 60618
Permanent Index No. 14-19-326-005

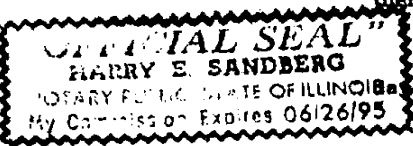
CRAGIN FEDERAL BANK FOR SAVINGS

by [Signature] (SEAL)
at test [Signature] (SEAL)
92330434

STATE OF ILLINOIS }
County of Cook }

I, HARRY E. SANDBERG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That Christopher J. Dermody, married to Mary Ann Dermody

personally known to me to be the same person... whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal, this 11th of APRIL, A. D. 1992
Harry E. Sandberg
Notary Public.

OVER FOR ACKNOWLEDGMENT

cas 1855 tall m
JANUARY THE CH...
77 E. Butterfield St. Suite 100
Lombard, Illinois 60148
Tel 525-0446

BOX 403

23-

UNOFFICIAL COPY

STATE OF Ill

COUNTY OF Cook

I, the undersigned, Harry E Sandberg a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael Floeter

personally known to me to be the Vice President of CRAGIN FEDERAL BANK FOR SAVINGS

a corporation, and Richard Jankowski personally known to me to be the ASST 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 12 day of April, A.D. 19 92



Harry E Sandberg
Notary Public

MY COMMISSION EXPIRES _____

THIS INSTRUMENT WAS PREPARED BY

Richard J. Jahns

OF Cragin Federal Bank for Savings

ASSOCIATION, _____

5133 W. Fullerton Avenue, Chicago

ILLINOIS

60639

Property of Cook County Clerk's Office

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