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92362553

Mortgage

(Corporate Form)

Loan No. 03 64565-04

THIS INDIVIDUAL WITNESSETH That the undersigned incorporated organization, doing business under the name of the

STATE OF ILLINOIS

DEPT-01 RECORDING

\$26.73

hereinafter referred to as the Mortgagor, do hereby At Chicago, IL, on the 10th day of May, 1992, 10122100

1992, 10122100 \$4439 0 **92-362353

CRAGIN FEDERAL BANK FOR SAVINGS COOK COUNTY RECORDER

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

hereinafter referred to as the Mortgeree, the following real estate in the County of COOK

in the State of ILLINOIS

LOT 19 IN FONTARELLI BUILDERS SUBDIVISION UNIT 1, BEING A
SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40
NORTH, RANGE 33 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS, COMMONLY KNOWN AS 3815 N. OAK PARK AVENUE,
CHICAGO, ILLINOIS 60634

PERMANENT INDEX #13 19 705 004

DEPT-01 RECORDING \$0.27
T06666 TRAN 1599 05/26/92 10120100
04439 0 **92-362353
COOK COUNTY RECORDER

Together with all buildings, improvements, fixtures, personal property, equipment, furniture or articles, whether in single units or centrally controlled, used for supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter claimed as thereunto belonging, which shall be deemed necessary, customary or appropriate, including windows, window shades, storm doors and windows, door locks, screen doors, blinds, bed, drawings, stoves, and water heaters, all of which are intended to be and are hereby declared to be a part of and real estate, whether personally or collectively owned by them, their heirs and executors, and also together with all easements and the rents, issues and profits, and premises which are hereby pledged, assigned, transferred and delivered to the Mortgagor, whether now due or to become due as provided herein. The Mortgagor is hereby obligated to the right of all the above described buildings and owners paid off by the proceeds of the loan herein secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, personal property, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagor forever, for the uses hereinafter set forth, free from all taxes and benefits under the homestead exemption and valuation laws of any state, which shall be paid and benefited said Mortgagor, and his heirs, executors, and devisees.

TO SECURE:

(a) on the payment of a Note executed by the Mortgagor to the order of the Mortgagor bearing on or about the principal sum of ONE HUNDRED FIFTY-FIVE THOUSAND AND NO /100 Dollars
155000 00 which Note is payable monthly in advance of the principal sum of Dollars

(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 MARCH, 1993

any advances made by the Mortgagor to the Mortgagor, and advances made by the Mortgagor for the purpose of the time before the release and cancellation of this Mortgage, but not more than the Mortgagor's unpaid balance on account of such advances, together with an additional amount in excess of one thousand dollars (\$1,000.00), provided that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security of this mortgage without a charge against the Mortgage.

the performance of the covenants and obligations of the Mortgagor to the Mortgagor as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

At all reasonable times and the dates of these covenants, to be provided, according to my agreement extending the time of payment thereof, to pay when due and before any penalty attaches thereto all taxes, special taxes, water charges, sewer service charges and condominium assessments against said property, including those hereafter 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; (b) 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 File # 420-23353

MORTGAGE

CRAGIN SERVICE CORPORATION

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3815 N. OAK PARK (LOT 19 UNIT 1)
CHICAGO, ILLINOIS 60634

Loan No. 03-64565-04

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period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor, such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs, all loss receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagor for such purpose, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby, the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of any kind not expressly subordinated to the lien herein; (6) Not to make, suffer or permit any unlawful use of, or any nuisance to exist on said property, nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, with out the written permission of the Mortgagor, being first had and obtained, any use of the property for any purpose other than that for which it is now used, thereby altering, lessening the improvement's appurtenant, appurtenances, fixtures or equipment of, or otherwise impairing, said property; (9) Any purchase or conditional sale, lease or agreement, under which title is reserved to the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, to be complete within a reasonable time, any buildings or improvements being so at any time in process of erection upon the premises; (10) To appear in and defend any proceeding in which, in the opinion of the Mortgagee, either the security, borrower, and to pay all costs, expenses and attorney's fees, or amount paid by the Mortgagee in any proceeding in which he may participate in any capacity by reason of this mortgage; (11) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, Village, and/or other governmental board or authority, aforesaid, having jurisdiction over the mortgaged premises.

This mortgage contract provides for additional advances which may be made at the option of the Mortgagor and secured by this mortgage, and it is agreed that in the event of such advance the sum so advanced may be added to the principal debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and be a part of said note and contract as of the time of said note and this contract as fully as if a new such note and contract were expressly so devised. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for full monthly payments and a different rate and other express modifications of the contract but in all other respects this contract shall remain in full force and effect as to said indebtedness including all advances.

D. That in case of failure to perform any of the covenants herein Mortgagor may file a Mortgage to have everything so covenanted that and Mortgagor may also do other things deemed necessary to protect the Lender from the Mortgagee's Breach of any covenant or condition contained in the Mortgage for any of the above purposes, and such may be together with a restatement of the Lender's title to the Lender in the event that it becomes necessary to add to the Lender's interest in the property by the mortgagee's failure to pay the original amount due and owing to the Lender, or any interest due and owing this mortgagee, and be paid out of the money so received, first of all expenses of collection, otherwise paid, that a short notice of filing of the same, and the Mortgage to compute into the validity of any lien, or encumbrance, or claim, which any holder of a debenture, or other security, contained in the instrument as requiring the Mortgagee to advance moneys for any purpose, or to make any face value, and the Mortgagee had no certain any power of liability, the use of anything it may do against the Debtor.

F. That it is the intent hereof to set up payment of said note and to agree as to the date or dates upon which the same may and shall have been advanced to the Mortgagor at the date hereof or at a later date, and to waive any other amount of advances that may be added to the mortgage indebtedness under the terms of this mortgage instrument.

F. That as the event the ownership of, and property in, any part thereof, may be vested in persons other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successors or transferees in any way he sees fit; thus mortgaging the debt hereby secured in the same manner as with the Mortgagor, and may, if he so desires, call in the debt at any time before payment of the debt so secured hereon, without discharging or in any way affecting the liability of the Mortgagor, or the security in this debt, or any part thereof.

6. That time of the lessor being bound by default by way of payment in advance, or otherwise, or making any payment under said mortgage or assignment or any extension or renewal thereof, and/or rendering the same available to the lessor, or otherwise, or charge over any of said property, or upon the filing of a proceeding in bankruptcy, or in against the Mortgagor, or in the Mortgagee, or in any other person for the benefit of his creditors, and his property being placed under control of any court, whereby claim may be made in respect of the same, or in respect of the sale or transfer of the unengaged property, or an assignment of the benefit of any lease, and to give full power of the way in which such the Mortgagee, or in the event there is a sale of stock, bulk sale of assets, merger, consolidation or reorganization of the company, or in the event of the cancellation or non-removal of all or any part of the Mortgage, or in the event of the filing of a suit in a competent court of law, or in the event of the commencement of any action, or the removal or destruction of all or any part of the property covered by this mortgage, or in the event the Mortgagee fails to complete the sale of the property, or in the event of any minimum by laws or condemnation declaration rendered against the property, secured hereby, then and in any event, the said Mortgagee shall be entitled and empowered, at his option and without affecting the liability incurred in the payment of any amount due, to declare without notice all sums secured hereby immediately due and payable, whether or not such default be one hundred per centum of the sum of said mortgage indebtedness and indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may, if he so desires, and he may do so by notice, and in any foreclosure sale, may be made of the premises in trust, without offering the same for sale at public auction.

H. That the Mortgagee may employ or cause to be employed, in any manner, at the Mortgagee's option, and without expense to the holder which may affect the debt hereby secured by this instrument, any lawyer or law office to whom the Mortgagee may be referred, and to whom all documents necessary to effect a sale of the property securing the indebtedness herein secured, shall be paid a reasonable attorney's fee, to be determined by the Mortgagee, and the cost of the preparation, filing, recording, and publication of any documents necessary to effect a sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or interest, including reasonably estimated amounts to conclude the transaction shall be added to and be part of the debt hereby secured. All costs and expenses paid by the Mortgagee in the foregoing demand and if not paid shall be included in any decree of judgment as a part of said mortgage debt and shall be liable interest at the higher contract rate of 12% such contract rate then at the signature of the note, for the amount of said principal hereinafter to be paid out of the proceeds thereof, plus all of the above-mentioned amounts, then the entire indebtedness whether due and payable by the terms herein contained or not, and the interest thereon, up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to pay the application of the purchase money.

1. In case the mortgaged property or any part thereof shall be taken by foreclosure, the Mortgagor 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 fully compensation compensation so received shall be forthwith applied by the Mortgagor as it may see fit to the amount of indebtedness of the indebtedness secured hereby or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assigns.

3. All easements, rents, issues and profits of said premises are pledged, assigned and made subject to the Mortgagor, whether now due or hereafter to become due under and by virtue of any lease or agreement for the use of, or right to, said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof to pledge said rents, issues and profits as a part with said real estate and not severally, and such pledge shall not be deemed merged in any lease or right as above, and the lessor shall not be liable for any assignment to the Mortgagee of all such leases and agreements and all the assets thereunder, together with the right in each of them to enter upon and take possession of management and control and operate said premises, at any part thereof, in such manner as may be convenient, advantages to the terminations or modifications existing or future leases, collect and avoid rents, issues and profits, regardless of when earned, and to sue such leases whether legal or equitable as it may deem proper to enforce collection thereof, employ, retaining agents or other employees, after reasonable notice, to have furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers and rights incident to absolute ownership, to borrow money necessary for any purpose herein stated to secure when which amounts are created on the mortgaged premises and on the same thereby assessable, either in proportion to the fair value of such indebtedness based on the amount of interest, reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given and from time to time apply any balance of income in its sole discretion needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure and on the deficiency in the proceeds of sale if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness so secured hereby is paid, and the Mortgagee, in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagee's agreements herein, the Mortgagee, on satisfactory evidence thereof shall relinquish possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the fee hereof, but if no deed be record, then until the expiration of the

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which may be adopted hereafter to said respect.
applicable to, governing and controlling loans granted in force on
all in conformity with the rules and regulations of the bank
of the bank during its existence upon the premises herein described
the bank from time to time during the progress of the construction
the loan, evidenced by the note secured by this mortgage, was made by
on which such disposition or prepayment from the proceeds of
disbursement shall be computed and shall be paid to the actual date
it is understood, agreed and assumed that the interest on each dis-

5133 WEST FULLERTON AVENUE, CHICAGO,
ILLINOIS 60639

OF
CRAIGIN FEDERAL BANK FOR SAVINGS
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

MY COMMISSION EXPIRES

NOTARY PUBLIC

NOTARY PUBLIC