

THIS INDENTURE WITNESSETH: That the undersigned

**CAPITOL BANK & TRUST**

a corporation organized and existing under the laws of the **STATE OF ILLINOIS**

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated **SEPTEMBER 13, 1989** and known as trust number

**1859**

, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey 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 2 IN KOESTER AND ZANDER'S WEST IRVING PARK SUBDIVISION OF LOTS 3 AND 4 IN CIRCUIT COURT OF COMMISSIONERS PARTITION OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 AND THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE NORTH 20 ACRES THEREOF) OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**COMMONLY KNOWN AS: 3650-52 N. CICERO, CHICAGO, ILLINOIS 60641**

**PERMANENT INDEX NO. 13-21-227-030**

DEPT-01 RECORDING \$27.00  
T60000 TRAN 1878 06/08/93 12:18:00  
#0332 # \*-93-432033  
COOK COUNTY RECORDER

**93432033**

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 covering, screen doors, in-a-door 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, 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 therein 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

(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 **TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100** Dollars

**292500.00**

, which Note, together with interest thereon as therein provided, is payable in monthly installments of

**TWO THOUSAND NINE HUNDRED SIXTY-SIX AND 73/100** Dollars

**2966.73**

, commencing the

**1ST**

day of

**JULY**

**19 93**

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(b)

(2) any advances made by the Mortgagee 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 **THREE HUNDRED FIFTY-ONE THOUSAND AND NO/100** Dollars (\$ **351000.00**).

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 Mortgagee, 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 Mortgagee, 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 Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

COMMUNITY TITLE  
INSURANCE AGENCY, INC.  
800 EAST HIGGINS ROAD  
SCHAUWILLER, IL 60173  
312-227-0300

MOX 403

93432033

2700

[illegible]

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 ~~advance~~ of this 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 prior 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 said 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.

M. The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N. The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage or the mortgaged premises remaining, not release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

O. This mortgage is executed on the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing in or on said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or any other liability, covenant either express or implied hereon contained, all such liability, if any being expressly waived by the Mortgagee and by every person claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, assigns, heirs, executors, administrators, successors and assigns, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the property conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by the personal liability of the guarantor, co-signer, surety, or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, caused this instrument to be signed by its

SR. VICE President, and its corporate seal to be hereunto affixed and attested by its

Secretary, this 21ST day of MAY, A.D., 19 93.

CAPITOL BANK & TRUST  
TR. NO. 1859 DATED: SEPTEMBER 13, 1989

As Trustee as aforesaid and not personally

ATTEST:

STATE OF ILLINOIS

COUNTY OF COOK } ss.

I, the undersigned, VICTORIA J. KLOBUKOWSKI

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT EDWARD J. LUCAS

personally known to me to be the SR. VICE President of CAPITOL BANK & TRUST

a corporation, and STANLEY K. CROWLEY personally known to me to be the Trust Officer

~~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 21ST day of MAY, A.D., 19 93

**"OFFICIAL SEAL"**  
VICTORIA J. KLOBUKOWSKI  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Comm. No. 1 Expires 11/10/96

Victoria J. Klobukowski  
Notary Public

MY COMMISSION EXPIRES November 10, 1996

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

OF CRAGIN FEDERAL BANK FOR SAVINGS

5133 WEST FULLERTON AVENUE,

CHICAGO, ILLINOIS 60639

This instrument is executed by CAPITOL BANK AND TRUST, a corporation, not personally but solely as Trustee, as aforesaid, and its officers, its covenants and conditions to be performed hereunder are under seal of CAPITOL BANK AND TRUST, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the covenants, BANK AND TRUST by reason of any of the covenants, representations or warranties contained in this instrument.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93422031

BOX 203

# MORTGAGE

CAPITOL BANK & TRUST

TR. NO. 1859 DATED: SEPTEMBER 13, 1989

TO  
CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT: 3550-52 N. CICERO  
CHICAGO, ILLINOIS 60641

Loan No. 01-57988-02