

UNOFFICIAL COPY

Mortgage

(Corporate Land Trustee Form)

3432033

Loan No. 5 070/880-02

THIS INDENTURE WITNESSETH: That the undersigned
CAPITAL 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
1659, 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 NORTHEAST 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 thereon or thereon, the furnishing of which by lessors or lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, 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 held by 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 thereto 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 TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars

(b) 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

(c) 2966.73, commencing the 1ST day of JULY, 19 83, 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
SCHAUMBURG, IL 60173

BOX 403

UNOFFICIAL COPY

I, the undersigned property owner, do hereby acknowledge all communications made available to collect and settle all damages which may be paid to any party entitled, shall be paid to me by the insurance company.

or H. This is the most common way to occupy the property as it is a natural resource. It can be used for other legal purposes if the Mortgagor's discretion in connection with any disturbance to the real property causes to any loss of the natural resources or any litigation to which the Mortgagor may be made a party on account of the same, or which may affect the title to the property, including the removal of such natural resources or any action to restrain the removal of such natural resources.

C That items 5 of the schedule hereto and 10 thereof be made in performance of an agreement heretofore entered into by the parties hereto containing to pay unto the parties hereto a sum of \$¹⁰⁰ per month for services rendered to the parties hereto for the period from the date of this instrument until the date of the payment of the amount due thereon.

E THAT in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, or in the event there is an assignment of the mortgage interest under the terms of this mortgage certificate.

C. (1) This paragraph requires contractors to provide the government with an opinion of the reasonableness of the contractor's claims. It also requires contractors to submit their claims in writing to the government within 120 days of the date of the contract or subcontract. The government may require contractors to submit their claims in writing to the government within 120 days of the date of the contract or subcontract.

difference upon demand if such sums as held or carried in a vaults account of every account, the same are hereby directed to return before

or (C) by crediting to me unpaid balances of valid indebtedness as cascaded, provided, however, that no such obligation upon this obligation shall be liable to pay such

practices of continuous improvement, based on solid performance, (9) To complete within a reasonable time any building or facility in a timely manner, (10) To provide in and deliver any proceeding within the optimum time, (11) To keep the cost of maintenance and operation of the facilities at the lowest level, (12) To keep the cost of production and delivery of the products at the lowest level, (13) To keep the cost of labor at the lowest level, (14) To keep the cost of materials at the lowest level, (15) To keep the cost of energy at the lowest level, (16) To keep the cost of transportation at the lowest level, (17) To keep the cost of insurance at the lowest level, (18) To keep the cost of taxes at the lowest level, (19) To keep the cost of equipment at the lowest level, (20) To keep the cost of supplies at the lowest level, (21) To keep the cost of overhead at the lowest level, (22) To keep the cost of capital at the lowest level, (23) To keep the cost of research and development at the lowest level, (24) To keep the cost of quality control at the lowest level, (25) To keep the cost of safety and health at the lowest level, (26) To keep the cost of environment at the lowest level, (27) To keep the cost of social responsibility at the lowest level, (28) To keep the cost of community involvement at the lowest level, (29) To keep the cost of government relations at the lowest level, (30) To keep the cost of public relations at the lowest level, (31) To keep the cost of employee relations at the lowest level, (32) To keep the cost of customer relations at the lowest level, (33) To keep the cost of vendor relations at the lowest level, (34) To keep the cost of supplier relations at the lowest level, (35) To keep the cost of partner relations at the lowest level, (36) To keep the cost of alliance relations at the lowest level, (37) To keep the cost of strategic relations at the lowest level, (38) To keep the cost of operational relations at the lowest level, (39) To keep the cost of financial relations at the lowest level, (40) To keep the cost of technological relations at the lowest level, (41) To keep the cost of organizational relations at the lowest level, (42) To keep the cost of international relations at the lowest level, (43) To keep the cost of governmental relations at the lowest level, (44) To keep the cost of societal relations at the lowest level, (45) To keep the cost of environmental relations at the lowest level, (46) To keep the cost of ethical relations at the lowest level, (47) To keep the cost of moral relations at the lowest level, (48) To keep the cost of spiritual relations at the lowest level, (49) To keep the cost of divine relations at the lowest level, (50) To keep the cost of universal relations at the lowest level.

hastener on said premises, unless his wages shall be paid in good condition and receipt, and free from any deduction, or other claim of lien not excepted by the preceding section.

UNOFFICIAL COPY

01-67088-02

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit 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 relevance 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 time hereof.

L. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor 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 Mortgagor, and that the powers herein mentioned may be exercised at 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 Mortgagor 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 lienees, which partial release or releases shall not impair in any manner the validity or priority of this mortgage or the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

O. This mortgage is executed by 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 herein or in 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, as aforesaid, and that no personal covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagor and by every person who may hereafter be entitled to claim any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personalty or otherwise, may be liable for the payment of any sum or sums of money due or to become due on the note or notes or any indebtedness accruing hereunder, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the property or properties so conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action at law, and no 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 Seal, this 21ST day of MAY, A.D., 1993.

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

As Trustee as aforesaid and not personally

ATTEST:

Stetson K. Crowley
Trust Officer
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 T. Lucas
personally known to me to be the Sr. Vice President of CAPITAL BANK & TRUST

a corporation, and Stetson 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., 1993.

"**OFFICIAL SEAL**"
VICTORIA J. KLOBUKOWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/10/96

MY COMMISSION EXPIRES November 10, 1996

Notary Public

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

OF CRAIGIN FEDERAL BANK FOR SAVINGS

5133 WEST FULLERTON AVENUE,

CHICAGO, ILLINOIS 60639

This instrument is executed by CAPITOL BANK & TRUST, as Trustee, as aforesaid, and no personal liability of the officers, directors, employees, agents, or stockholders of CAPITOL BANK & TRUST are undertaken by them. The undersigned, as Trustee as aforesaid, and no individual liability shall be asserted or be enforceable against CAPITOL BANK AND TRUST by reason of any representations or warranties contained in this instrument.

UNOFFICIAL COPY

9342031

MORTGAGE

Box 703

CAPITOL BANK & TRUST

TR. NO. 1859 DATED: SEPTEMBER 13, 1989

TO
CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
350-52 N. CICERO
CHICAGO, ILLINOIS 60641

Loan No. 01-67988-02