

UNOFFICIAL COPY

Mortgage
(Individual Form)

08-60317-04
Loan No.

Box 403

THE UNDERSIGNED,
JOHN HUGHES and MARY HUGHES, HUSBAND AND WIFE

VILLAGE OF HARWOOD HEIGHTS
of County of COOK, State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

CRAIN 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 104 IN VOLK BROTHERS FIRST ADDITION TO MONIROSE AND OAK
PARK AVENUE SUBDIVISION IN THE SOUTH 1/2 OF SECTION 10, TOWNSHIP
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH,
OF THE INDIAN BOUNDARY LINE AS PER PLAT OF SAID SUBDIVISION
THEREOF RECORDED SEPTEMBER 9, 1925 AS DOCUMENT 9020400 IN
COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4239 N. NEW ENGLAND, HARWOOD HEIGHTS, ILLINOIS
60634
PERMANENT INDEX #13-10-35 000

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Together with all buildings, improvements, fixtures or appliances now or hereafter erected thereon or placed thereon 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 lease or license is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, cupboards, 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 thereto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead exemption and valuation law of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor in the order of the Mortgagee bearing date herewith in the principal sum of
ONE HUNDRED FORTY-SIX THOUSAND AND NO/100 Dollars
(b) 146000.00 which Note, together with interest thereon as therein provided, payable monthly

(2) ~~the payment of a Note executed by the Mortgagor in the order of the Mortgagee bearing date herewith in the principal sum of~~
SEE ADDENDUM "A" ATTACHED HERETO

For value received, the Undersigned ("Borrower") promise(s) to pay
CRAIN FEDERAL BANK FOR SAVINGS, or order, the principal sum of
ONE HUNDRED FORTY SIX THOUSAND AND NO/100 Dollars
(\$ 146,000.00). Interest from JULY 1, 1993 shall be
based at 2% over the Prime Rate as appears in the money section of
the Wall Street Journal on the 25th of the month preceeding the
change date or other index if this ceases to be published. Said
Interest shall be adjusted every calendar quarter. The mortgage
Interest may increase or decrease based upon the change of the
stated Prime Rate. Interest shall be payable monthly commencing on
on JULY 1, 1993 for a period of 2 years at 5200 West Vallerton
Avenue, Chicago, Illinois 60639 or such other place as the note holder
may designate. Said monthly installments shall continue until the
entire indebtedness evidenced by the note is paid in full except that
any remaining indebtedness, if not paid sooner, shall be due and
payable on or before the first day of JUNE 1995.

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16

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Community Title Insurance Agency

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COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

141616 JUL-78

RECORDING 29.00
93529666

99967586

Property of Cook County Clerk's Office

Box 403

MORTGAGE

HUGHES, HUGHES

TO

FRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT

4219 N. NEW FAWN AND
HARWOOD HEIGHTS, ILLINOIS 60434

Loan No. 03-48317-04

UNOFFICIAL COPY

Box

MORTGAGE

TO

UNION FEDERAL BANK FOR SAVINGS

PROPERTY AT

5150 N. NEW ENGLAND
HARWOOD HEIGHTS, ILLINOIS 60634

Loan No. 03-62317-04

Property of Cook County Clerk's Office

93529666

RECORDING 29.00
93529666
141616 JUL-78

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

20 52

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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 Mortgagee, such insurance policies shall remain with the Mortgagee during said period of periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, in case of any deficiency, any receiver or redemption, or any grantee in a deed pursuant to foreclosure, and in case of foreclosure such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign upon demand all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee 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) Immediate after destruction or damage, to continue and promptly complete the rebuilding or reconstruction 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 encumbrances or other lien or claim of lien not expressly subordinated to the lien hereof. (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property, nor to do anything not expressly allowed by any act or commission 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, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alteration of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase or construction, lease or agreement, under which title is received in the vessel of any apparatus, fixtures or equipment to be placed in or upon any building or improvements on said property. (9) To complete within a reasonable time any building or improvements now or at any time in process of erection upon the premises. (10) To appear to and defend any proceeding which by the operation of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity in connection with this mortgage. (11) That the mortgaged premises shall 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, authority or agency having jurisdiction over the mortgaged premises.

H. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a certain portion of the current year taxes upon the disbursement of the lien and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated by the Mortgagee to be equal about to one fourth of such taxes, which payments may, at the option of the Mortgagee, be held by it without interest (provided not in conflict with State or Federal law) and commingled with other such funds as its own funds for the payment of such taxes, to be carried in a savings account and withdrawn by it to pay such taxes, or to be credited to the unpaid balance of said indebtedness as provided, provided that the Mortgagee advises upon this obligation same sufficient to pay said taxes as the same accrue and become payable. If the amount estimated to be sufficient to pay said taxes is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or other account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said taxes as charged or billed without further inquiry.

I. This mortgage contract permits for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances, the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance, and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advances and provision may be made for different monthly payments and a different interest 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.

J. That in case of failure to perform any of the covenants herein, Mortgagee may deem Mortgagee's behalf everything as covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not herein authorized, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

K. That it is the intent hereof to secure payment of said note and obligation, whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

L. That in the event the ownership of said property or any part thereof hereinafter vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose at any or may extend time for payment of the debt secured hereby, without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt secured.

M. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagee abandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of beneficial interest in said property, without the written consent of the Mortgagee, or upon the death of any maker, endorser, or guarantor of the note secured hereby, or in the event of the filing of a suit to condemn all or a part of the said property, or in the event of demolition, removal or destruction of all or any part of the property covered by this mortgage, or in the event the Mortgagee fails to comply with the terms of a condemnation by-law or condemnation declaration recorded against the property secured hereby, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to foreclose without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply towards the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure sale may be made of the premises en masse without affecting the several parts separately.

N. That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of the lien or which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or lien and any reasonable cost by a fees or incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonable attorney's fees, amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagee to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises these shall first be paid out of the proceeds of the sale, all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due 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 see to the application of the purchase money.

O. In case the mortgaged property or any part thereof shall be taken by condemnation the Mortgagee 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 all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction 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 Mortgagee or his assignee.

P. All easements, rents, issues and profits of and premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof that all such rents, issues and profits of and premises, with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and that to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to the Mortgagee, or to modify existing or future leases, collect and avail rents, issues and profits, regardless of when earned, and use such proceeds when legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy 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 ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain 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 not 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 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 lien hereof, but if no deed be issued, then until the expiration of the

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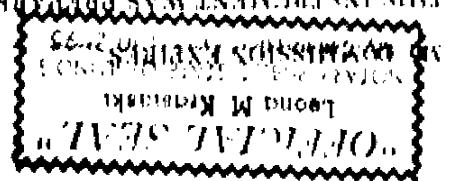
IN WITNESS WHEREOF, the mortgage is executed, sealed and delivered this 17th day of April, 1973.

ASSOCIATION OF HOMEOWNERS OF THE COMMUNITY CENTER BUILDING

ASSOCIATION

OF THE COMMUNITY CENTER BUILDING

THIS INSTRUMENT WAS PREPARED BY



Notary Public
Leon M. Kozlowski

GIVEN under my hand and Notarial Seal, this 17th day of April, 1973.

together under any homestead exemption and valuation laws.

As to the first, second and subsequent mortgages, the mortgagor hereby waives the release and waiver of all

appeared before me this day in person and acknowledged that they are the persons who have signed, sealed and delivered the said instrument

personally known to me to be the same person as who appears in the foregoing instrument.

and for good cause, in the State of Illinois, COUNTY OF COOK, CITY OF CHICAGO, and

STATE OF ILLINOIS, I, The Undersigned, a Notary Public in and for the County of Cook, Illinois, do hereby certify that the foregoing instrument was executed, sealed and delivered by the persons whose names are subscribed to the same.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Mary Hughes

John J. ...

APR 19 1973

DAY OF APRIL

IN WITNESS WHEREOF, the mortgage is executed, sealed and delivered this 17th day of April, 1973.

Notary Public in and for the County of Cook, Illinois, do hereby certify that the foregoing instrument was executed, sealed and delivered by the persons whose names are subscribed to the same.

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