

(Box 403)

UNOFFICIAL COPY

CONSTITUTION MORTGAGE

(Corporate Land Trustee Form)

Plat No.

03-68154-04

THIS INDENTURE WITNESSETH That the undersigned

PARKWAY BANK & TRUST COMPANY

03-68154-04
03-68154-04

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 APRIL 4, 1991 and known as trust number

9981

, 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 180 IN VOLK BROTHERS' SECOND ADDITION TO SHAW ESTATES, BEING A SUBDIVISION IN THE SOUTHEAST 1/4
OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED ON FEBRUARY 2, 1925 AS DOCUMENT NUMBER 8780280, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 4139 N. OLEO NORRIDGE, ILLINOIS 60634
PERMANENT INDEX #12-13-409-002

RECORDING 29.00
93625611

COOK C.
RECORDED
JESSE WHITE
ROLLING MEADOWS

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, telephones, ventilation or other services, and any other thing now or hereafter therein contained, the furnishing of which by lessee to lessee is customary or appropriate, including curtains, window shades, storm shades and windows, door coverings, screen doors, in a door, belt, awnings, clover and valer hangers, 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 documents 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 Mortgage is hereby subrogated to the rights of all mortgagees, lessors 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 therewith 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 Mortgagee 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 ONE HUNDRED THIRTY-SIX THOUSAND AND NO/100

(1) 136000.00 ~~together with interest thereon as herein provided~~ ~~which Note is payable monthly~~ ~~and a final payment of the unpaid balance of principal sum together with all the earned and unpaid interest thereon and all costs, advances, expenses and penalties if any, which may have accrued thereon or before the first day of JUNE, 1995~~

(b) SEE ADDENDUM "A" ATTACHED HERETO

For value received, the Undersigned ("Borrower") promise(s) to pay CRAGIN FEDERAL BANK FOR SAVINGS, or order, the principal sum of ONE HUNDRED THIRTY SIX THOUSAND AND NO/100----- Dollars

(\$ 136,000.00). 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 preceding 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 Fullerton

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 1, 1995.

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This is an UNOFFICIAL COPY of the original document. It is provided for your information and convenience only. It is not intended to be used as evidence in any proceeding or to be relied upon in any legal action. The original document is maintained by the Clerk's Office and is the official record. Any discrepancies between this copy and the original document shall be resolved in favor of the original document.

If you require a certified copy of the original document, please contact the Clerk's Office at (312) 443-5100 or visit our website at www.cookcountyclerks.org.

Property of Cook County Clerk's Office
Case Number: 03-68154-A
Court Name: Circuit Court of Cook County
Judge Name: Hon. James J. McCarthy
Date: 10/09/2003
Time: 10:00 AM
Courtroom: 101
Plaintiff: Plaintiff
Defendant: Defendant
Cause Number: 03-68154-A
Case Type: Civil
Plaintiff's Address: 123 Main Street, Chicago, IL 60601
Defendant's Address: 456 Elm Street, Chicago, IL 60602
Plaintiff's Attorney: Attorney A
Defendant's Attorney: Attorney B
Plaintiff's Claim: Plaintiff claims damages for breach of contract.
Defendant's Defense: Defendant denies the claim and asserts that Plaintiff has no cause of action.
Plaintiff's Evidence: Plaintiff has produced evidence in the form of a signed contract and witness testimony.
Defendant's Evidence: Defendant has produced evidence in the form of a signed contract and witness testimony.
Plaintiff's Motion: Plaintiff has moved for judgment in their favor.
Defendant's Motion: Defendant has moved for judgment in their favor.
Plaintiff's Argument: Plaintiff argues that the contract was breached and that they are entitled to damages.
Defendant's Argument: Defendant argues that the contract was not breached and that Plaintiff is not entitled to damages.
Plaintiff's Conclusion: Plaintiff concludes that they are entitled to damages and requests that the court award them the amount specified in the contract.
Defendant's Conclusion: Defendant concludes that Plaintiff has no cause of action and requests that the court dismiss the case.
Plaintiff's Next Step: Plaintiff will file an appeal if they are dissatisfied with the court's decision.
Defendant's Next Step: Defendant will file an appeal if they are dissatisfied with the court's decision.
Plaintiff's Final Note: Plaintiff wishes to thank the court for their time and consideration of their case.
Defendant's Final Note: Defendant wishes to thank the court for their time and consideration of their case.

CASE NUMBER
03-68154-A

Plaintiff's Argument: Plaintiff argues that the defendant breached the contract by failing to perform their obligations as agreed upon. Plaintiff provides evidence in the form of witness testimony and documentation of the contract to support their claim.
Defendant's Defense: Defendant denies the claim and argues that the plaintiff has no cause of action. Defendant provides evidence in the form of witness testimony and documentation of the contract to support their defense.

Plaintiff's Evidence: Plaintiff has produced evidence in the form of a signed contract and witness testimony.
Defendant's Evidence: Defendant has produced evidence in the form of a signed contract and witness testimony.
Plaintiff's Motion: Plaintiff has moved for judgment in their favor.
Defendant's Motion: Defendant has moved for judgment in their favor.
Plaintiff's Argument: Plaintiff argues that the defendant breached the contract by failing to perform their obligations as agreed upon. Plaintiff provides evidence in the form of witness testimony and documentation of the contract to support their claim.
Defendant's Defense: Defendant denies the claim and argues that the plaintiff has no cause of action. Defendant provides evidence in the form of witness testimony and documentation of the contract to support their defense.

Plaintiff's Evidence: Plaintiff has produced evidence in the form of a signed contract and witness testimony.
Defendant's Evidence: Defendant has produced evidence in the form of a signed contract and witness testimony.
Plaintiff's Motion: Plaintiff has moved for judgment in their favor.
Defendant's Motion: Defendant has moved for judgment in their favor.
Plaintiff's Argument: Plaintiff argues that the defendant breached the contract by failing to perform their obligations as agreed upon. Plaintiff provides evidence in the form of witness testimony and documentation of the contract to support their claim.
Defendant's Defense: Defendant denies the claim and argues that the plaintiff has no cause of action. Defendant provides evidence in the form of witness testimony and documentation of the contract to support their defense.

Plaintiff's Evidence: Plaintiff has produced evidence in the form of a signed contract and witness testimony.
Defendant's Evidence: Defendant has produced evidence in the form of a signed contract and witness testimony.
Plaintiff's Motion: Plaintiff has moved for judgment in their favor.
Defendant's Motion: Defendant has moved for judgment in their favor.
Plaintiff's Argument: Plaintiff argues that the defendant breached the contract by failing to perform their obligations as agreed upon. Plaintiff provides evidence in the form of witness testimony and documentation of the contract to support their claim.
Defendant's Defense: Defendant denies the claim and argues that the plaintiff has no cause of action. Defendant provides evidence in the form of witness testimony and documentation of the contract to support their defense.

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03-BH154-04

Know all ye that upon the execution hereof, and at every time thereafter, until the date of payment of the principal sum and interest thereon, and the payment of all taxes, assessments, charges, expenses, costs, and other amounts due under this Mortgage, or before or after such date, and whether or not paid, or the Mortgagor, or any party claiming under him, and without regard to the date of the Mortgage, shall have the right to apply a sum or sums with power of attorney and credit and to cause the receipt of the same, and profit of, and premises, during the pendency of such title-holdings, and said Receipt may be applied to the payment of the indebtedness, and other debts, expenses, and profits, when and as often as may be applied by the holder of the Mortgage, or his attorney, trustee, or other agent, necessary for the protection and preservation of the property, including the expenses of such tenancy, or holding, whether the same are otherwise in payment of fee, and if so, shall be applied to the debt remaining unpaid until the expiration of the full period allowed, by statute, for redemption, whether there be redemption or not, and during the continuance of such an use of sale, but, if no deed be made, until the expiration of the statutory period of time, which may be fixed, and no deed or power shall be sufficient for the appointment of a receiver, but he may elect to terminate the same, and to the hindrance.

L. That all rights, power, and remedy herein conferred upon the Mortgagor in consequence of every class of right retained by the Mortgagee, and may be exercisable in conformity therewith, shall be given by the Mortgagor, of performance, and may consist herein of an undischarged debt, or otherwise, in any manner, affect the right of Mortgagee to require or enforce performance of the same, in any event of and, especially, that whenever the contract herein requires the payment, gender, Attest herein, shall include the lessee and the lessor and the cooperator, and, Attest herein, shall include the principal, last, right, and obligations, under this mortgage, shall extend to and be binding upon the respective heirs, executors, administrators, and assigns, and the executors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as may be deemed necessary.

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, if the mortgaged premises, heretofore, with or notwithstanding, the consent, approval, or agreement of other parties in interest, including joint tenants, which partial release or releases shall not impair in any manner, the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any grantor, to affect, *solely a caharacter item per not liability*, for the indebtedness hereby secured.

O. This mortgage is executed by the undersigned, not personally, but as Trustee as is record in the exercise of the power and authority constituted, up to and vested in it as such Trustee, and will, unswervingly, warrant that it possess full power and authority to execute this instrument, and it is expressly understood and agreed, that nothing herein contained, or contained shall be construed as creating any liability in the said undersigned, either individually or as Trustee, aforesaid, personally, to pay the said note, or any interest that may accrue thereon, or any indenture, or any agreement, or any bond, or any other express or implied, liability contained, all such liability, if any, being expressly waived by the Mortgagee, and by every person, or persons, hereafter holding, any right or security, hereunder, and that no one in the undersigned, either *individually or as Trustee aforesaid*, shall personally be concerned, the legal holder of holders of said note, and the owner, or possessor, of any interests therein, being heretofore, shall look solely to the primary debtor, *namely, the undersigned*, for the payment thereof, by the enforcement of the legal liability, created in the manner herein and in said note provided, or by action, brought, on the personal liability of the guarantor, or anyone, or endeavor, of any.

P. It is understood, agreed, and known, that the interest on each disbursement, shall be computed, and shall be payable from the actual date on which such disbursement or respective advance of the proceeds of the loan, evidenced by the note, referred to this mortgage, was made by the association, from time to time, during the progress of the construction of the building situated upon the premises, herein, described, all in conformity with the rules and regulations of the association applicable to governing and controlling loans, currently in force, of which may be adopted hereafter in said respect.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee, as aforesaid, caused these presents to be signed by its Asst. Vice President, and its corporate seal to be hereunto affixed and attested by its Asst. Trust Officer, Secretary, this 1ST day of JUNE, A.D. 19 93.

PARKWAY BANK & TRUST COMPANY
TR. NO. 8901 DATED APRIL 4, 1991

ATTEST:

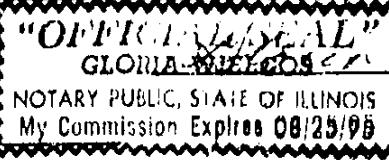
Diane K. Niesner
Asst. Vice President
Secretary

As Trustee as aforesaid and not personally

Diane K. Niesner
President

STATE OF ILLINOISCOUNTY OF CookI, the undersigned, Gloria M. Melcos, a Notary Public inand for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Diane K. Niesnerpersonally known to me to be the Asst. Vice President of PARKWAY BANK & TRUST COMPANYa corporation, and To ANN KUBINSKIpersonally known to me to be the Asst. Vice

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 9th day of JUNE, A.D. 19 93.MY COMMISSION EXPIRES 8/15/95THIS INSTRUMENT WAS PREPARED BY RICHARD L. JAHNSOF CRAGIN FEDERAL BANK FOR SAVINGS

5133 WEST FULLERTON AVENUE,

CHICAGO, ILLINOIS 60639

C1803BC

93025611

UNOFFICIAL COPY

11853566

MORTGAGE

Box 403

PARKWAY BANK & TRUST COMPANY

TR. NO. 9981 DATED APRIL 4, 1991

CRAGIN FEDERAL BANK FOR SAVINGS
to

PROPERTY AT
4139 N OKETO
NORRIDGE, IL 60634

Loan No. 03-68154-04

SS-1
11853566