

UNOFFICIAL COPY

(Individual Form)

01-68617-05

Loan No.

MAREK

J. A.T. THE UNDERSIGNED,

J. A.T.

MAREK SOKOLOWSKI, MAREK SOKOLOWSKI and ANDREW TARJID

of VILLAGE OF MORTON (60046) COOK State of ILLINOIS

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

93787700

in the State of ILLINOIS to wit:

LOT 10 (EXCEPT THE WEST 21.90 FEET) IN J. W. COCHRAN'S SUBDIVISION OF LOTS 5 TO 24 INCLUSIVE, IN THE WEST 1/2 OF HAMILTON'S SUBDIVISION OF 5 ACRES IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 1752 N. MARION, CHICAGO, ILLINOIS 60622 PERMANENT INDEX # 17-06-227-060

DEPT-01 RECORDINGS \$25.00
T89799 TRAN 1047 10/01/93 11:02:00
87686 # * -73-787700
COOK COUNTY RECORDER

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 coverings, screen doors, ironing boards, awnings, closets and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate 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, bondholders 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 thereunto 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 FORTY-TWO THOUSAND FIVE HUNDRED AND NO 1/100 Dollars

is 142500.00

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

ONE THOUSAND NINETY-NINE AND 84/100 Dollars

1099.84

commencing the

1ST

day of

SEPTEMBER

1993

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

for fifty nine months next thereafter succeeding and a final payment of the unpaid balance of the principal and accrued interest due thereon on or before the last day of AUGUST, 1998.

(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 said 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 ONE HUNDRED SEVENTY-ONE THOUSAND AND NO 1/100 Dollars is 171000.00, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of 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

CTIA 352004/MRA-315

COMMUNITY TITLE INSURANCE AGENCY, INC. 800 EAST HIGGINS ROAD CHICAGO, ILLINOIS (773) 534-1111

93787700

2500

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...to the extent of the amount of such deficiency, in such form as shall be satisfactory to the mortgagee, such insurance premiums shall remain with the mortgagee during and prior to the period of the mortgage and within the usual clause satisfactory to the mortgagee. The mortgagee shall have the right to require the owner of the property to purchase fire and theft insurance, and in case of fire or theft, the mortgagee shall be entitled to recover the full insurable value thereof, in such form as shall be satisfactory to the mortgagee, such insurance premiums shall remain with the mortgagee during and prior to the period of the mortgage and within the usual clause satisfactory to the mortgagee. ...

10) To appear in and defend any proceeding which in the opinion of the mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; ...

11) To complete within a reasonable time any building or improvement now or at any time in process of erection upon the premises, or to repair and reconstruct any building or improvement which has been destroyed, damaged or otherwise rendered unfit for use, and to maintain the same in good condition and repair, and to insure the same against fire and theft, and to pay the cost of such insurance, and to execute and deliver on behalf of the mortgagee all necessary powers, vouchers and releases in connection with any building or improvement now or at any time in process of erection upon the premises, and to execute and deliver on behalf of the mortgagee all necessary powers, vouchers and releases in connection with any building or improvement now or at any time in process of erection upon the premises, and to execute and deliver on behalf of the mortgagee all necessary powers, vouchers and releases in connection with any building or improvement now or at any time in process of erection upon the premises, ...

12) To comply with all requirements of law with respect to mortgaged premises and the use thereof, (a) Not to make, alter, or permit, with or without the consent of the mortgagee, any subdivision of the premises, or any other act which may result in the creation of any lien or interest in the premises, or in the making of any change in the title to the premises, or in the making of any mortgage or other lien or interest in the premises, or in the making of any change in the title to the premises, or in the making of any mortgage or other lien or interest in the premises, or in the making of any change in the title to the premises, or in the making of any mortgage or other lien or interest in the premises, ...

13) 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 by the mortgagee, in addition to the above payments, a sum estimated by the mortgagee to be equivalent to one-twelfth (1/12) of the total net to pay monthly to the mortgagee, in addition to the above payments, a sum estimated by the mortgagee to be equivalent to one-twelfth (1/12) of the total net to pay monthly to the mortgagee, ...

14) The mortgagee shall be entitled to advance the amount of such advances which may be made at the option of the mortgagee and secured by this mortgage, and to be 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 made, and all advances and all other moneys paid or advanced by the mortgagee shall be deemed to be advances made by this mortgage, and shall be secured by this mortgage, ...

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17) That in case of failure to perform any of the covenants herein, the mortgagee may do as it may think proper, without notice to the mortgagor, to sell or otherwise dispose of the premises hereunder, and to receive the proceeds of such sale or other disposition, and to apply the same to the payment of the principal and interest hereunder, and to pay the costs, expenses and attorney's fees incurred or paid by the mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; ...

18) That in case of failure to perform any of the covenants herein, the mortgagee may do as it may think proper, without notice to the mortgagor, to sell or otherwise dispose of the premises hereunder, and to receive the proceeds of such sale or other disposition, and to apply the same to the payment of the principal and interest hereunder, and to pay the costs, expenses and attorney's fees incurred or paid by the mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; ...

19) That in case of failure to perform any of the covenants herein, the mortgagee may do as it may think proper, without notice to the mortgagor, to sell or otherwise dispose of the premises hereunder, and to receive the proceeds of such sale or other disposition, and to apply the same to the payment of the principal and interest hereunder, and to pay the costs, expenses and attorney's fees incurred or paid by the mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; ...

20) That in case of failure to perform any of the covenants herein, the mortgagee may do as it may think proper, without notice to the mortgagor, to sell or otherwise dispose of the premises hereunder, and to receive the proceeds of such sale or other disposition, and to apply the same to the payment of the principal and interest hereunder, and to pay the costs, expenses and attorney's fees incurred or paid by the mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; ...

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statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

1. 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 Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee 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 junior to the lien hereof.

2. 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.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 21ST

day of JULY, A.D. 1993

M. Sokolowski (SEAL) *Andrew Tarwid* (SEAL)

~~XXXXXXX~~ SOKOLOWSKI ~~XXXXXXXXXXXX~~ ANDREW TARWID ~~XXXXXXXXXXXX~~

M. A.T.

STATE OF ILLINOIS

COUNTY OF _____

I, The Undersigned, a Notary Public in

MAREK *M. A.T.*

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ~~XXXXXXXXXXXX SOKOLOWSKI, MAREK~~ *M. A.T.* AND ~~XXXXXXXXXXXX ANDREW TARWID, MAREK~~ *M. A.T.* personally known to me to be the same person ^{is} whose name are subscribed to the foregoing instrument,

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

as their free and voluntary act, for the uses and purposes thereof set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 21ST day of JULY, A.D. 1993

OFFICIAL SEAL
Timothy R. Sutherland
Notary Public, State of Illinois
My Commission Expires 9/28/96

Timothy R. Sutherland
Notary Public

MY COMMISSION EXPIRES _____ RICHARD J. JAHNS

THIS INSTRUMENT WAS PREPARED BY _____ OF _____

CRAGIN FEDERAL BANK FOR SAVINGS ~~XXXXXXXXXXXX~~
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

93787700

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Property of Cook County Clerk's Office

93787700

Box 403

MORTGAGE

SOKOLOWSKI, TARWID

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
1252 N. MARION
CHICAGO, ILLINOIS 60622

Loan No. 01-68617-05