

93874669

## UNOFFICIAL COPY

(Corporate Land Trustee Form)

Form No. 03-00500-04

THIS INDENTURE WITNESSETH that the undersigned

COLUMBIA NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATIONorganized and existing under the laws of the UNITED STATES OF AMERICAnot 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 MARCH 29, 1991 and known as trust number3671

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 AMERICAhereinafter referred to as the Mortgagor, the following real estate in the County of COOKin the State of ILLINOIS to wit

LOT 6 IN BLOCK 4 1/4 GEORGE GAUNTLET'S COUNTRY CLUB ADDITION TO PARK RIDGE IN THE NORTH 1/2 OF SECTION 26 TOWNSHIP 111 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS 909 AUSTIN STREET PARK RIDGE IL 60068

PERMANENT INDEX NO 09-26 107 000-000 &amp; NO 09-26 107-009-0000

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Together with all building improvements, fixtures, appurtenances, now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or separately connected, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other convenience, and any other thing now or hereafter thereon thereon, the furnishing of which by lessee to lessor is customary or appropriate in ordinary dwelling houses, including doors and windows, their coverings, screen doors, in a door, false awnings, down and outer curtains, all of which are intended to be and are hereby dedicated to a part of the real estate whether physically attached thereto or not, and also together with all easements and the right, access and privilege of way, premises which are hereby pledged, assigned, transferred and otherwise made the Mortgagor, whether now or hereafter to become the same, subject hereto. The Mortgagor is hereby estopped to the right of all mortgages, leases, and other parts of the property in the same described.

**TO HAVE AND TO HOLD** the property with all building improvements, fixtures, appurtenances, apparatus and equipment, and with all rights and privileges thereto belonging, unto the Mortgagor forever for the use, benefit and health, reserving all rights and benefit under the homestead exemption and retaining the same free which are health and sound and Mortgagor does hereby release and waive

**TO SECURE**

1. For the payment of a sum executed by the Mortgagor to the order of the Mortgagor bearing even date herewith in the principal sum of TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 /together with interest thereon as therein

1. 265000.00 which date is October 1, 1993 TWENTY-THREE

and a final payment of the unpaid balance of principal up to the date of maturity and unpaid interest thereon and all costs, charges and expenses

provided payable monthly.

SEPTMBER 1995

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

TWO HUNDRED SIXTY FIVE THOUSAND AND NO/100 Dollars

(\$ 265,000.00). Interest from OCTOBER 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 OCTOBER 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 SEPTEMBER 1, 1995.

Acceleration of  
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69942500

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1978, *Journal of the American Statistical Association*, 73, 285-292; *Journal of the Royal Statistical Society, Series B*, 1979, 14, 1-20.

As a result of the above-mentioned, the author has decided to publish his article in the journal "Journal of Nonlinear Sciences and Applications".

<sup>5</sup> In the 1992 budget the government of the province of Alberta proposed to the legislature to increase the severance tax on oil and gas production.

**B** This is the indirect benefit of water treatment and good卫生. Whether the disease occurs or not depends largely upon the location of the water source.

It is important to understand that there is no single "correct" way to do this. Different people have different ways of doing things, and what works for one person may not work for another. The key is to find a method that suits your needs and personality. There is no right or wrong way to do this, as long as you are being safe and responsible.

The most likely explanation for the association between the presence of *Aspergillus* and the incidence of *Candida* is that *Candida* is a saprophytic organism.

It is also important to consider the potential of various transmission pathways and other sources to contribute to the propagation of the disease.



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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 Mortgagor, such insurance policies shall remain with the Mortgagor during said period, and contain the usual clause satisfactory to the Mortgagor making them payable to the Mortgagor, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary deeds of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagor for such purpose, and the Mortgagor 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 payment shall constitute valid indebtedness if paid in full. (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements, new or hereafter on said premises unless Mortgagor 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 mechanics' or other liens or claims 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 diminish nor impair its value by any act or omission 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 Mortgagor 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 alterations of the improvements, apparatus, apparatus, fixtures or equipment now or hereafter upon said property; (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property. (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises. (10) To appear in and defend any proceeding which in the opinion of the Mortgagor affects its security hereunder and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagor in any proceeding in which it may participate in any capacity by reason of the mortgage. (11) That the mortgaged premises will 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.

B. 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 Mortgagor a pro rata portion of the current year taxes upon the indebtedness of the land and to pay monthly to the Mortgagor, in addition to the above payments, a sum estimated by the Mortgagor to be equivalent to the cost of such items, which payments may, at the option of the Mortgagor: (a) be held by it without interest (provided not in conflict with state or federal law) commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagor advances upon this obligation sums sufficient to pay such items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagor is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagor 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 note, note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance 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 advance.

D. That in case of failure to perform any of the covenants herein, Mortgagor may do, in Mortgagor's behalf, everything as is necessary that the Mortgagor may also, in any act of may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagor for any of the above purposes and such money, together with interest thereon, at the highest rate for which it is then lawful to charge, shall be a part of such 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 cash or proceeds of sale of said premises if not otherwise paid, that it shall not be a discharge upon the Mortgagor to require that the validity of any lien, encumbrance or claim in advancing money or sums authorized by nothing herein contained shall be denied or that requiring the Mortgagor to advance any money for any purpose nor to do any act hereunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

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

F. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, and in the event there is no assignment of the beneficial interest in said property, the Mortgagor may without notice to either the guarantor or the note hereby secured or the Mortgagor, sue with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the original or Mortgagor, and may sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor, the holder or the guarantor of the debt secured hereby.

G. That time is of the essence hereof and it 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 Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor shall abandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property or an agreement to sell, transfer or assign without the written consent of the Mortgagor, 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 in a competent court in a part of the said property, or in the event of a condemnation, demolition, destruction or any part of the property covered by this mortgage, or in the event the mortgaged property, singly or with the house, lot, and building thereon, is sold or condemned, its judgment recovered against the property secured hereby, then and in any of and except the Mortgagor is hereby authorized and empowered to take option and without affecting the lien hereby created in the priority of said item or any right of the Mortgagor, to dispose of the same with or without bid, or to sell hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagor may also immediately proceed to foreclose on this mortgage and in any case where such may be made of the premises in cause, without offering the same for part separately.

H. That the Mortgagor may employ counsel for advice in other legal service of the Mortgagor, discretionary and with any expenses to the note hereby secured or the lien of this instrument, or any obligation to which the Mortgagor may be made a party or in regard of the note, which may affect the rights of the property securing the indebtedness hereby created, which may affect and tell or bind any reasonable attorney, fee, or expense to be collected and be part of the debt hereby secured. Any such and expenses reasonably incurred in the defense of this mortgage and note, or in any action, suit, proceeding or collection with any other dispute or obligation, affecting and telling, in writing reasonably estimated amounts, to include the costs of suit, fees, and expenses, to be collected, and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and at such place as he may designate, at any time or at judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or at his such contract rate, then, the legal rate. In the event of a foreclosure sale of said premises, there shall be paid out of the proceeds thereof all of the standard amounts. Then the entire indebtedness, whether due and payable by the terms herein or not and the interest thereon, to the time of such sale and the right, at any, shall revert to the Mortgagor, and the parties shall not be obliged to see in the application of the purchase money.

I. In case the mortgaged property or any part thereof shall be taken by condemnation, the Mortgagor is hereby empowered to sue for all compensation which may be paid for any property taken, or for damage to any property not taken and all indemnification, compensation, or expenses due to Mortgagor applied by the Mortgagor 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 deposited in the Mortgagor's safe keeping.

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now or hereafter to be made, hereunder or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease, agreement, written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits, in a partly with said real estate and not severally and such pledge herein to be deemed merged in any foreclosure decree and (b) to establish an absolute master and servant in the Mortgagor of all such leases and agreements and all the same thereafter together with the right in case of default, either before or after the 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 best terminals, or modify existing or future leases, collect said rents, issue and profits, regardless of when earned, and use such moneys whether legal or equitable, or if any such property is in arrears, collect, employ, renting, operating, other employee, alter or repair said premises, buy furnishings, and equipment thereon 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 or authority granted to absolute ownership, advance or borrow money for every lawful purpose herein stated to secure a lien which is hereby created on the mortgaged premises, and on the due date herefrom which date is prior to the time of any other indebtedness hereby secured, and out of the income retain reasonable compensation for such 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 amounts so retained as to reduce the debt herefor for the aforesaid purposes, first to the interest and then to the principal, if the indebtedness hereby created before or after any date of time, and in the deficiency in the proceeds of sale, if any, whether there be a decree in partition thereto or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreement herein, the Mortgagor, in sole discretion, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor 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 is issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall however have the full statutory power at any time to refuse to take it in substitution of the said premises without affecting the lien hereof. Mortgagor shall have all power of any which it might have had with the paragraph 11, not here be substituted against Mortgagor based upon acts of disrepair relating to the object in mind, if the paragraph above mentioned within sixty days after Mortgagor goes into possession.

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03-00590-04

...that upon the date of maturity of the principal amount of the note, the payee may elect to terminate the note prior to the term period by giving notice to the payee of the amount of principal and interest due and payable on the date of maturity, and the payee shall pay to the payee the amount of principal and interest due and payable on the date of maturity.

That no right, power or authority herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether heretofore or by law hereafter acquired or hereafter arising, and that the power by the Mortgagor to postpone or delay payment of any amount herein contained shall not affect or vary in any manner all the rights of the Mortgagor to require or enforce performance of the same or stay effect of such nonpayment; that whenever the content herein requires, the instrument specified in this Deed shall be the bond and the center and the angular number as used herein shall include the plural, that is, eight and eighties, and that the bond and the bond being upon the respective bonds, one-half a hundred-dollar, the excess and surplus of the Mortgage and the interest and value of the Mortgagor, and that the power herein mentioned may be exercised without notice when the following arises:

M. The corporate trustee named herein being duly authorized to do so by the trust instrument or by any person having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree concerning 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.

<sup>1</sup> The data presented in this paper were collected by the Management Institute part of the University of the Macedonian Science. Institutional affiliation, without prejudice to the general approach expressed in the paper, is not reflected in the findings or conclusions. The authors are grateful to the management of the University of the Macedonian Science for their support in collecting the available data.

The customer is responsible for ensuring that the materials, tools, and equipment used in the assignment have been imported and have the permit to import the items before which such items are used. The customer is also responsible for the items imported by the customer used by the methods specified by the customer from time to time during the performance of the services. The customer is required to comply with the rules and regulations of the association of the industry in which may be engaged hereunder and respect

IN WITNESS WHEREOF the undersigned corporation, not personally but as Trustee as aforesaid, caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its President.

secretary, this 21ST day of SEPTEMBER, A.D. 1993

COLUMBIA NATIONAL BANK OF CHICAGO

TR NO 3671 DATED MARCH 29, 1991

Helen M. Nyce Sister Helen M. Nyce  
Secretary President

STATE OF ILLINOIS }  
COUNTY OF CLAY }

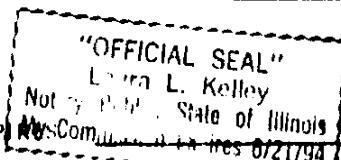
1. The United States, \_\_\_\_\_, is a federal republic in

personally known to me to be the President of COLUMBIA NATIONAL BANK OF CHICAGO

**Officer** **John** **W.** **Allen** **III** **is** **presently** **known** **to** **the** **law** **enforcement** **authorities** **as** **a** **person** **of** **suspicion** **in** **connection** **with** **the** **murder** **of** **John** **W.** **Allen**, **II**.

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 at 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.

SIXTY-NINE under my hand, and Notarial Seal thereto affixed.



MY COMMISSION EXPIRES Com. 10-1-1988 State of Illinois

RICHARD LIAMNS

**OF CRAGIN FEDERAL BANK FOR SAVINGS**

SIXTY WEST FULLERTON AVENUE.

CHICAGO, ILLINOIS 60639

**UNOFFICIAL COPY**

**B617 333**

**MORTGAGE**

33874669

Box 403

COLUMBIA NATIONAL BANK OF CHICAGO

TR. NO. 3671 DATED: MARCH 20, 1981

<sup>10</sup>  
CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT: 900 AUSTIN STREET  
PARK RIDGE, IL 60068

Loan No. 23-68590-04