

# UNOFFICIAL COPY

Exoneration provision restricting any liability of Jefferson State Bank, attached hereto, is hereby expressly made a part hereof.

## Mortgage

(Corporate Land Trustee Form)

Loan No. 03-66676-04

2028011  
1992  
243699  
669634

DEPT-01 RECORDING \$27.00  
T82222 TRAN 6154 01/12/93 14:05:06  
11299 + A # -93-028011  
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH: That the undersigned  
JEFFERSON STATE BANK

STATE OF ILLINOIS

a corporation organized and existing under the laws of the

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 FEBRUARY 02, 1987 and known as trust number 1436 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 1 IN SAU'S RESUBDIVISION OF LOT 4 IN BLOCK 4 IN HEILD AND MARTINS ADDISON AVENUE SUBDIVISION OF THE NORTH 1/3 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 4831 W. EDDY STREET, CHICAGO, ILLINOIS 60641.  
PERMANENT INDEX # 13-21-407-081

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Together with all buildings, improvements, fixtures or appurtenances 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 lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a door, blinds, 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 into 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 insurers 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 allocation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

#### TO SECURE

(1) for the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing a term hereunto in the principal sum of ONE HUNDRED SEVENTY-FOUR THOUSAND AND NO /100 Payable Monthly Dollars 174000.00 which Note, together with interest thereon as therein provided, shall be paid to the Mortgagee as follows:

(a) commencing the day of which payments are to be made, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(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 SEVENTY FOUR THOUSAND AND NO/100 Dollars (\$ 174,000.00 ).

Interest from January 1, 1993 shall be based at 2% above the Prime Rate as published by the First National Bank of Chicago 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

January 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 December, 1994.

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1 of 1 in 00.00 1 in

277

Box 403

# UNOFFICIAL COPY

EXECUTED AND DELIVERED BY THE JEFFERSON STATE BANK OF CHICAGO, INC. IN ITS INDIVIDUAL CAPACITY, BUT SOLELY IN THE CAPACITY HEREIN DESCRIBED, FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS HEREIN MADE, ARE MADE AND INTENDED NOT AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE TRUSTEE, OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EXECUTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSIGNED OR INCURRED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL OTHER PARTIES HERETO, AND THOSE CLAIMING BY, THROUGH, OR UNDER THEM.

Property of Cook County Clerk's Office

Box 403

## MORTGAGE

JEFFERSON STATE BANK  
TR NO 1436 DTD 02-02-87

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
4831 W. EDDY STREET (LOT 1)  
CHICAGO, ILLINOIS 60641

Loan No. 93-66676-04

93028011

# UNOFFICIAL COPY

3-1-75

Box 403

THE MORTGAGE...  
...and to hold the interest in the property...  
...and to hold the interest in the property...

(1) Any advance made by the Mortgagee in the Mortgage, or its successor in title for any purpose, at any time before the release and cancellation of this Mortgage...  
...two hundred eight thousand and no/100...  
...208800.00

TO HAVE AND TO HOLD the said property, with and building improvements, fixtures, furniture, appliances and equipment, and with all the rights and interests therein, unto the Mortgagee...  
...to hold the interest in the property...

LOT 1 IN SAL'S RESUBDIVISION OF LOT 4 IN BLOCK 4 IN THE NORTH 1/3 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS 60632.  
PERMANENT INDEX # 13-21-103-081  
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93028011

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of ILLINOIS

JEFFERSON STATE BANK  
STATE OF ILLINOIS  
under the laws of the State of Illinois

THIS INDENTURE WITNESSETH: That the undersigned  
JEFFERSON STATE BANK  
DEPT-01 RECORDING  
142222 TRAM 4154 01/12/93 14:05:00  
\$27.00

93028011  
Mortgage  
Loan No. | 03-65676-04

C 243699 1972 98

UNOFFICIAL COPY

Box 903

# MORTGAGE

JEFFERSON STATE BANK  
TR NO 1436 DTD 02-02-87

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:

4831 W. EDDY STREET (LOT 1)  
CHICAGO, ILLINOIS 60641

Loan No. 03-66676-04

Property of Cook County Clerk's Office

93628011

EXECUTED AND DELIVERED BY THE JEFFERSON STATE BANK OF CHICAGO, ILL.  
IN ITS INDIVIDUAL CAPACITY, BUT SOLELY IN THE CAPACITY HEREIN DESCRIBED, FOR THE  
PURPOSE OF HANDING THE HEREIN DESCRIBED PROPERTY, AND THIS EXPRESSLY UNDER  
STOOD AND AGREED BY THE PARTIES HERETO, AVOIDING HEREIN TO THE CONTRARY  
A "MISTAKE" THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS  
MADE, ARE MADE AND INTENDED NOT AS PERSONAL UNDERTAKINGS AND AGREEMENTS  
OF THE TRUSTEE, OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EX-  
CEPTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWER  
CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL  
RESPONSIBILITY IS ASSUMED BY OR SHALL BE HELD BY IT BE ASSUMED OR ENFORCED AGAINST  
THE TRUSTEE OR AGAINST ANY MEMBER OR ANY OF ANY UNDERTAKING OR AGREEMENT  
WHICH HEREIN CONTAINED, EITHER EXPRESSLY MADE OR IMPLIED, ALL SUCH PERSONAL LIABILITY  
IF ANY, BEING HERETO EXPRESSLY WAIVED AND RELEASED BY ALL OTHER PARTIES HERETO,  
AND THOSE CLAIMING BY THROUGH OR UNDER THEM.

# UNOFFICIAL COPY

K. 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 Mortgagor, or any party claiming under him, and without regard to the agency of the 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 ten hereof.

L. 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.

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 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 said or intended to be used for agricultural purposes.

N. The right is hereby reserved by the Mortgagee 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 liens, 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 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, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby 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 to enforce the 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, has caused these presents to be signed by its TRUST OFFICER Penelope Jackson, and its corporate seal to be hereunto affixed and attested by its ASSISTANT TRUST OFFICER

~~Witness~~ this 1ST day of DECEMBER, A.D., 19 92

JEFFERSON STATE BANK  
As Trustee as aforesaid and not personally

ATTEST:

Penelope Jackson  
Secretary

BY Penelope Jackson  
Trust Officer

STATE OF ILLINOIS  
COUNTY OF Cook } ss.

I, the undersigned, Phyllis L. Hanson a Notary Public in

93028011

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Penelope Jackson personally known to me to be the TRUST OFFICER Penelope Jackson of JEFFERSON STATE BANK a corporation, and Helen Ann T. Silvestri personally known to me to be the ASSISTANT TRUST OFFICER Helen Ann T. Silvestri 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 thereof, set forth.

GIVEN under my hand and Notarial Seal this 1ST day of DECEMBER

"OFFICIAL SEAL"  
PHYLLIS HANSON  
Notary Public, State of Illinois  
My Commission Expires 12/10/94

Phyllis L. Hanson  
Notary Public

Notary Public provision restricting liability of the Jefferson State Bank stamped on the reverse side hereof, is hereby expressly made a part hereof.

MY COMMISSION EXPIRES  
THIS INSTRUMENT WAS PREPARED BY  
OF CRAGIN FEDERAL BANK FOR SAVINGS  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

RICHARD J. JAHNS  
ASSOCIATION

It is understood, agreed and assumed 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 secured by this mortgage, was made by the bank 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 bank applicable to, governing and controlling loans currently in force or which may be adopted hereafter in said respect.

pages a possession was

All elements, price, issues and profits of said premises and property... The mortgagee may employ counsel for advice or other legal service... In case the mortgagee shall be taken by condemnation...

- 1. That the mortgagee may employ counsel for advice or other legal service... 2. That in the event the ownership of said property... 3. That in the event of a failure to perform any of the obligations... 4. That in the event of a failure to perform any of the obligations... 5. That in the event of a failure to perform any of the obligations...

9302011