

COMMUNITY TITLE
INSURANCE AGENCY, INC.
800 EAST HIGGINS ROAD
SCHAUMBURG, IL 60173
(708) 605-8270

UNOFFICIAL COPY

Mortgage

(Corporate Form)

Loan No. 103-67495-04

93314039

THIS INDENTURE WITNESSETH: That the undersigned CRAGIN SERVICE CORPORATION
a corporation organized and existing under the laws of the 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
in the State of ILLINOIS, to wit:

**LOT 6 IN CAHILL'S RESUBDIVISION OF LOTS 1 THROUGH 18 IN
PONTARELLI BUILDERS SUBDIVISION UNIT 1, BEING A SUBDIVISION IN
THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

COMMONLY KNOWN AS: 3713 N. OAK PARK, CHICAGO, IL 60634
PERMANENT INDEX NO. 13-19-207-006

→
DEPT-01 RECORDING \$27.00
T\$0000 TRAN 0902 04/28/93 10:16:00
\$6650 + *-93-314039
COOK COUNTY RECORDER

93314039

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 in door 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 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 Mortgagor 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 SEVENTEEN THOUSAND AND NO /100 Dollars
(b) 117000.00 which Note, together with interest thereon on the sum so payable, is payable in monthly installments of

Dollars

(c) 1000.00 commencing the day of APRIL 1, 1993 first to interest and the balance to principal until said indebtedness is paid in full.

19

For value received, the Undersigned ("Borrower") promise(s) to pay CRAGIN FEDERAL BANK FOR SAVINGS, or order, the principal sum of ONE HUNDRED SEVENTEEN THOUSAND AND NO/100----- Dollars (\$117,000.00).

Interest from APRIL 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 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 APRIL 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 MARCH, 1995.

JTA

C 351196 Case #

BOX 403

93314039

UNOFFICIAL COPY

93314039

Box 403

MORTGAGE

CRAGIN SERVICE CORPORATION

To

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:

3713 N. OAK PARK (LOT 6)
CHICAGO, ILLINOIS 60634

Loan No. 03-67495-04

UNOFFICIAL COPY

THE MORTGAGE COVENANTS:

(3) the performances of all of the contestants and delegates of the Mortgagee, as constituted herein and in said Note.

(2) Any advances made by the Mortgagor to the Mortgagee, or its successor in title, for any purpose, at any time before the release of this Mortgage, shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of the Mortgage.

Property of Cook County

To complete the circuit, the two ends of the bridge must be connected together. This is done by connecting the two ends of the bridge together.

93314089 Clerk
DEPT-01 RECORDING \$27.00
160000 TRAIN 0902 04/28/93 10:16:00
46650 * -93-314089
COOK COUNTY RECORDER

IN THE STATE OF ILLINOIS, TO WIT:
LOT 6 IN CAHILL'S RESUBDIVISION OF LOTS 1 THROUGH 18 IN
PONTAIGETI BUILDEERS SUBDIVISION UNIT 1, BEING A SUBDIVISION IN
THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

93314033

hereinafter referred to as the Mortgagor, the following real estate in the County of Cook

hereinbefore referred to as the Mortgagor, the following real estate in the County of Cook

UNITED STATES OF AMERICA
corporation organized and existing under the laws of the

CRAIGIN FEDERAL BANK FOR SAVINGS

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

A corporation organized and existing under the laws of the STATE OF ILLINOIS

THIS INDENTURE WITNESSETH: That the undersigned CRAGIN SERVICE CORPORATION

60173 1985-509-0270 (2) (Continued on back)

BOX 403

Q 351196 (act 3)

Box 403

93314639

MORTGAGE

CRABIN SERVICE CORPORATION

to

UNOFFICIAL COPY

PROPERTY AT:
3713 N. OAK PARK (LOT 6)
CHICAGO, ILLINOIS 60634

Loan No. 03-67495-04

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

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 solvency 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 junior to the lien 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.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure or this mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its _____ President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary, this 13TH day of MARCH A.D., 19 93, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

ATTEST: Jeannece S. Koziol
Secretary

CRAGIN SERVICE CORPORATION

By John F. Belter
President

STATE OF ILLINOIS

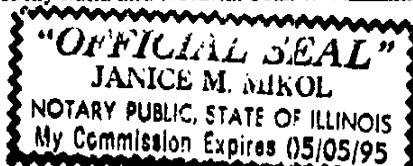
COUNTY OF Cook

} ss.

I, the undersigned, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHN F. BELTER
personally known to me to be the President of CRAGIN SERVICE CORPORATION

a corporation, and GENEVIEVE S. KOZIOL personally known to me to be the _____
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.

GIVEN under my hand and Notarial Seal, this 13TH day of MARCH, A.D. 19 93



Janice M. Nikol
Notary Public

MY COMMISSION EXPIRES _____

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
CRAGIN FEDERAL BANK FOR SAVINGS
OF ASSOCIATION
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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.

93314629
RECORDED
RECORDED

UNOFFICIAL COPY

3 All memorandum, letters, telegrams, messages and reports of any kind, whether now due or hereafter to be sent, issued or by virtue of any virtue of any power or authority of said properties, or any part thereof, and whether said letter, telegram, message or report is to be used in any transaction, sale, lease, assignment or transfer of any part of said properties, or any part thereof, whether now due or hereafter to be sent, issued or by virtue of any virtue of any power or authority of said properties, or any part thereof, shall not be deemed merged in any transaction, sale, lease, assignment or transfer of any part of said properties, or any part thereof, whether now due or hereafter to be sent, issued or by virtue of any virtue of any power or authority of said properties, or any part thereof, unless and until the parties thereto shall have agreed in writing to the contrary, and then only to the extent so agreed.

1. In case the mortgagor dies or any part thereof, shall be liable to pay damages to the mortgagee for any loss or damage suffered by the mortgagor's estate or by his heirs or legatees, in respect of the property so pledged by the mortgagor, provided that any excess over the amount of the indemnity of the mortgagor shall be delivered to the heirs or legatees of the mortgagor or to the trustee of his estate.
2. In case the mortgagor dies or any part thereof, shall be liable to pay damages to the mortgagee for any loss or damage suffered by the mortgagor's estate or by his heirs or legatees, in respect of the property so pledged by the mortgagor, provided that any excess over the amount of the indemnity of the mortgagor shall be delivered to the heirs or legatees of the mortgagor or to the trustee of his estate.

The Motorcar shall be used for the purpose of carrying passengers or goods, and the Motorcar shall not be obliged to go to the application of any other person, and the Motorcar shall not be obliged to go to the application of the purchaser of such car.

days before, or at a later date, and to secure any other sum out of such funds that may be added to the mortgagor's indebtedness under the terms of this mortgage.

E The law is that if the parties have agreed to accept payment of part of the debt in advance without the debtor having to pay the whole amount then the creditor may sue for the balance of the debt.