

**GREGORY BURBYN and STANISLAW BURBYN, HUSBAND AND WIFE and GRACE BURBYN, HUSBAND AND WIFE**

of CITY OF CHICAGO, County of COOK, State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to  
**CHAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION**

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 TWENTY FIVE (25) IN BLOCK FIVE (5), IN WALTER R. GOGOLINSKI'S SUBDIVISION OF LOT FOURTEEN (14), IN KING AND PATTERSON'S SUBDIVISION OF THE NORTH EAST QUARTER (1/4) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMONLY KNOWN AS 5824 W. DIVERSEY, CHICAGO, ILLINOIS 60634.

PROPERTY INDEX NUMBER:



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-door beds, awnings, closets 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 thereto belonging, unto said Mortgagee forever, for the use 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 waive 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 TWENTY THOUSAND AND NO /100 Dollars (\$ 120000.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of ONE THOUSAND FIVE HUNDRED EIGHTEEN AND 29/100 Dollars (\$ 1518.29), commencing the 1ST day of APRIL, 1986, which payments are to be applied, first, to interest, and the balance to principal, on if said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successors in title, for any purpose, at any time before the release and cancellation of this 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 FORTY-FOUR THOUSAND AND NO /100 Dollars (\$ 144000.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security 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

FILED  
note identified

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

2/13/65 810  
Box 403

**MORTGAGE**

**BURDYN, BURDYN**  
3497595

**BURDYN, BURDYN**  
REGISTRAR OF TITLES  
FEB 24 11 35 AM '65  
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Submitted by  
**CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION**

Promised

**PROPERTY RECORDS**  
5824 N. DIVERSEY  
CHICAGO, ILLINOIS 60634  
97596

Loan No. 01-35906-02

Debtor  
Address  
Notified

**INTEREST**  
TITLE INC. CO. A8642

BOX 52

# UNOFFICIAL COPY

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.

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 of a party 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.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 25TH

day of JANUARY, A.D. 19 86

Stephan Burdyn (SEAL) Stanislawa Burdyn (SEAL)  
STEPHAN BURDYN STANISLAWA BURDYN  
Gregory Burdyn (SEAL) Grace Burdyn (SEAL)  
GREGORY BURDYN GRACE BURDYN

STATE OF ILLINOIS

COUNTY OF COOK

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT STEPHAN BURDYN and STANISLAWA BURDYN, HUSBAND AND WIFE and GREGORY BURDYN and GRACE BURDYN, HUSBAND AND WIFE personally known to me to be the same person whose names 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 therein 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 25TH day of JANUARY, A.D. 19 86

Richard J. Jahns  
Notary Public

MY COMMISSION EXPIRES 26/FEB/1987

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS  
OF CRAIN FEDERAL SAVINGS & LOAN ASSOCIATION  
5200 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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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 mortgagee...

3 All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof...

4 That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the property...

5 That in the event the ownership of said property or any part thereof, or any interest therein, shall be transferred to a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, demand for such successor or successors in interest with a term of one or more years, without interest, the amount of the debt secured by this mortgage...

6 That in case of failure to perform any of the covenants herein, the Mortgagee may do on Mortgagee's behalf everything an avowed mortgagee may do on Mortgagee's behalf, and in addition, the Mortgagee may do on Mortgagee's behalf everything an avowed mortgagee may do on Mortgagee's behalf...

7 In order to provide for the payment of taxes, assessments, interest, premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned premises to pay to the Mortgagee a provable portion of the current year taxes upon the disbursement...

8 That the Mortgagee shall not be bound to pay said taxes or assessments, interest, premiums, and other annual charges upon the property securing this indebtedness, unless the same are hereby pledged to further secure this indebtedness...

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