

UNOFFICIAL COPY

Mortgage

Loan No. 01-43845-15

(Corporate Land Trustee Form)

3727521

THIS INDENTURE WITNESSETH: That the undersigned *[Signature]* OF CHICAGO, ILLINOIS
NORTHWEST NATIONAL BANK, A National Banking Association

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

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 JUNE 14, 1979 and known as trust number 5418, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

CRAGIN FEDERAL SAVINGS & 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:

PARCEL 1: THE EAST FIVE HUNDRED NINETY FOUR (594) FEET OF THE SOUTH 982.3 FEET OF THE SOUTHWEST QUARTER (1/4) OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH SIX HUNDRED (600) FEET THEREOF; AND EXCEPTING FROM SAID TRACT THE WEST THREE HUNDRED FIFTY (350) FEET OF THE NORTH ONE HUNDRED SIXTY SIX (166) FEET OF THE SOUTH SEVEN HUNDRED SIXTY SIX (766) FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (1/4)); AND EXCEPTING FROM SAID TRACT THE WEST THREE HUNDRED (300) FEET OF THE NORTH 216.3 FEET THEREOF; ALSO EXCEPTING THAT PART TAKEN FOR PUBLIC ROADWAY), ALL IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 8100 CALDWELL, NILES ILLINOIS 62648

PERMANENT INDEX NUMBER: 10-19-326-010

3727521

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 SIX HUNDRED SEVENTY-FIVE THOUSAND AND NO 1/100 Dollars
675000.00

(b) which Note, ~~together with the interest thereon, shall be paid to the Mortgagee~~ Dollars

(2) commencing the day of 1979

(b) shall become due and payable on JANUARY 01, 1990. Said note shall bear interest as therein provided, payable monthly, commencing with AUGUST 01, 1988 and on or before the first day of each and every month thereafter succeeding until the said principal sum is paid in full.

(3) 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 this Mortgage, but at no time shall the Mortgagee advance on account of said principal Note together with such additional advances, in a sum in excess of SEVEN HUNDRED TEN THOUSAND AND NO 1/100 Dollars is 710000.00 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.

(4) 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 provide the Mortgagee with evidence of title insurance 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

A breach of any covenant contained in this mortgage is also a breach of the covenants contained in the mortgage securing Parcel 2. Commonly Known As: 8120 N. Kolmar, Skokie, Illinois 60076

51175356

3727521

Property of Cook County Clerk's Office

Box 403

MORTGAGE

LOSALE NORTHWEST NATIONAL BANK
TR. NO. 5418 DTB. 06-14-79,
FKA NORTHWEST NATIONAL BANK OF CHICAGO

to

CRAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
8100 CALDWELL
NILES, ILLINOIS 60648

Loan No. 01-43845-15

ADDITIONAL SECURITY:
8120 N. KOLMAR
SKOKIE, ILLINOIS 60076

1/30/79
1/30/79

3727521

3727521

3727521

RECORDED
INDEXED
60 JUN 13 1979

Submitted by _____
Address _____
Plat _____
Date of entry to _____
Lender _____
Trust _____

ILLINOIS TITLE CO. INC.
120 WEST MADISON
CHICAGO, ILLINOIS 60601

BOX 97
ANNIES

51175356

A breach of any covenant contained in this mortgage is also a breach of the covenants contained in the mortgage securing Parcel 2. Commonly Known As: 8120 N. Kolmar, Skokie, Illinois 60076

with additional

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 pay...

(2) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

(3) Any advances made by the Mortgagee to the Mortgagor, or its successors, in life, for any purpose, at any time before the release and cancellation of this mortgage...

shall become due and payable on JANUARY 01, 1990. Said note shall bear interest as therein provided, payable monthly, commencing with AUGUST 01, 1988 and on or before the first day of each and every month thereafter...

(4) The payment of a Note executed by the Mortgagor to the order of the Mortgagee being even date herewith in the principal sum of SIX HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 675000.00 Dollars

TO HAVE AND TO HOLD the said property, with and holdbacks, improvements, fixtures, appliances, apparatus and equipment, and with all the rights and privileges therein belonging, unto said Mortgagee forever, for the uses herein set forth. The Mortgagor does hereby warrant and defend the title and valuation laws of any state, which said rights and benefits said Mortgagee does hereby receive and waive.

CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION

5418 hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to underligned in pursuance of a Trust Agreement dated JUNE 14, 1979 and known as trust number not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the

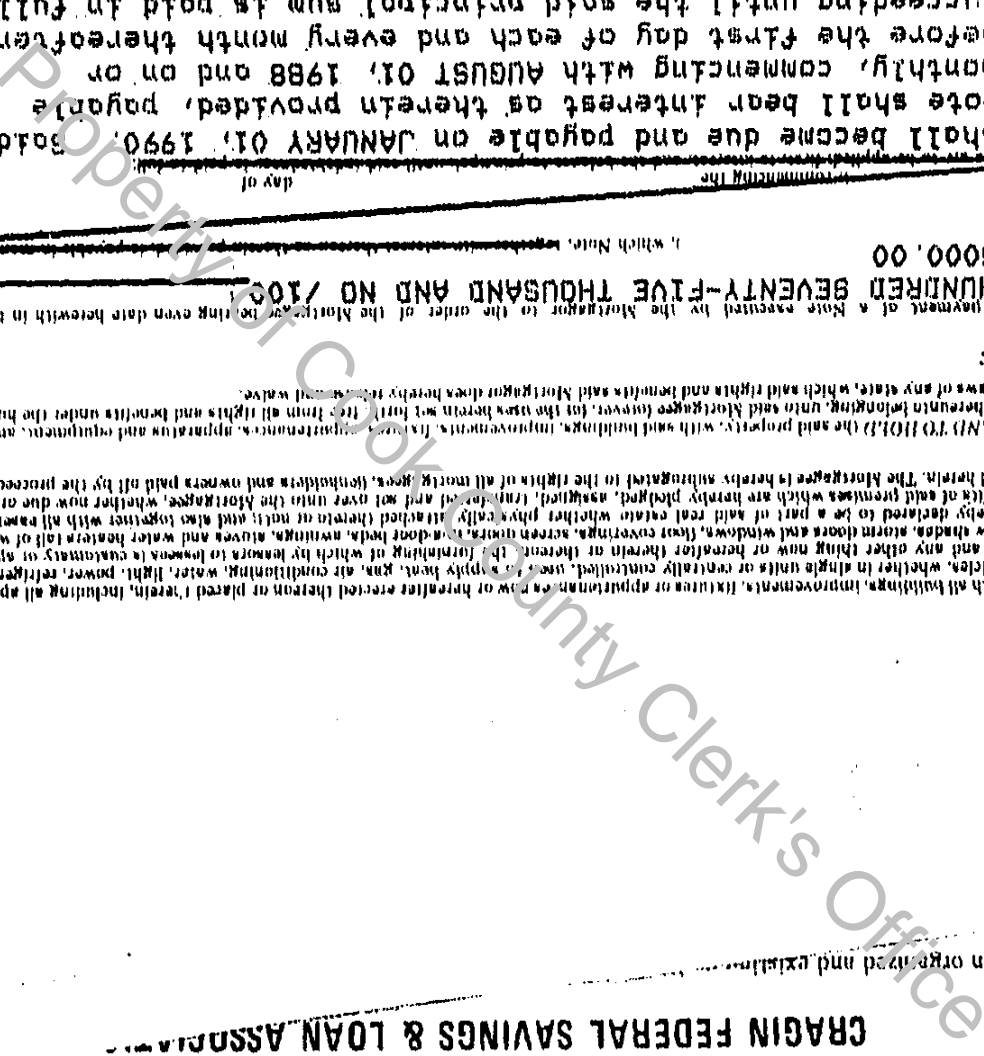
NORTHWEST NATIONAL BANK, A National Banking Association OF CHICAGO UNITED STATES OF AMERICA

3727581

(Corporate Land Trustee Form)

Mortgage, 275 Loan No. 01-43845-15

3727581



UNOFFICIAL COPY

Box 403

MORTGAGE

LOSALLE NORTHWEST NATIONAL BANK
TR. NO. 5418 LTD. 06-14-79,
FKA NORTHWEST NATIONAL BANK OF CHICAGO

3727521

3727521

3727521

1/30/97
1309709

CRAIGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

PROPERTY AT:
8100 CALDWELL
NILES, ILLINOIS 60648

Loan No. 01-43845-15

ADDITIONAL SECURITY:
8120 N. KOLMAR
SKOKIE, ILLINOIS 60076

Submitted by _____
Address _____
Purchased _____
Debet certifi. to _____

Assigned _____
Dated _____
A _____
A _____
Assigned _____

PROPERTY TITLE CO. OF ILL. INC.
120 WEST MADISON
CHICAGO, ILLINOIS 60602

BOX 97

RN NILES

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 2 7 5 2 1

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.

M The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons 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 used 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 lienors, 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 Vice President, and its corporate seal to be hereunto affixed and attested by its

Secretary, this 5TH day of JULY, A.D. 1988

ATTEST:

Andrew P. Dobzyn Secretary
Northwest National Bank of Chicago Vice President

STATE OF ILLINOIS
COUNTY OF Cook }
I, the undersigned, _____ a Notary Public in

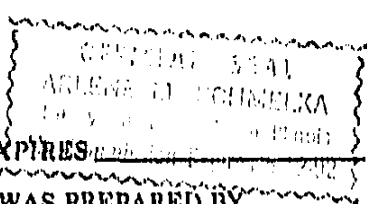
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, E. S. Lucas

personally known to me to be the Vice President of Northwest National Bank of Chicago

a corporation, and A. Dobzyn 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 as 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 5TH day of JULY, A.D. 1988



Arlene M. Schmelka
Notary Public

MY COMMISSION EXPIRES _____
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

3727521

1 All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be...
2 All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be...

3 In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all...
4 If the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the title...

5 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 title...
6 That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note...

7 That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, in the event there is an...
8 That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, in the event there is an...

9 That if the interest hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the...
10 That in case of failure to perform any of the covenants herein, the Mortgagee may do all things which the mortgagor could do by law...

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