

UNOFFICIAL COPY

(Individual Form)

Loan No. 01-45643-05

THE UNDERSIGNED,
ANNA KUCZYNSKI, MARRIED TO JOZEF KUCZYNSKI

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

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

CRABIN 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 FIFTY SIX (56) AND LOT FIFTY SEVEN (57) IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 18, BEING A SUBDIVISION OF THE NORTH THREE HUNDRED FOURTEEN AND TWO TENTHS (314.2) FEET OF THE SOUTH TWENTY-FOUR HUNDRED EIGHTY-FIVE AND FIVE TENTHS (2485.5) FEET OF THE EAST HALF (EXCEPT THE EAST ONE HUNDRED SEVENTY FOUR (174) FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION TWENTY-EIGHT (28) TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS: 2715-23 N. LOCKWOOD, CHICAGO, ILLINOIS 60618.

PERMANENT INDEX NO.: 13-28-307001

interest and profits of said premises which are hereby pledged, assigned, transferred and conveyed unto the Mortgagee, whether now or hereafter or otherwise 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 building 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 any homestead, exempt, lien and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee, dated even date herewith in the principal sum of **TWO HUNDRED THIRTY THOUSAND AND NO /100** Dollars **230060.00**

which Note, together with interest thereon as therein provided, to be paid in monthly installments of **TWO THOUSAND TWO HUNDRED FIFTY-FOUR AND 26/100** Dollars **2254.26** commencing the **1ST** day of **APRIL** 19**89**

which payments are to be applied first, to interest, and the balance to principal, and (b) for ninety five months next thereafter succeeding and a final payment of the unpaid balance of the principal sum and accrued interest due thereon on or before the last day of **MARCH, 1997**.

(2) 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 any sum of money or other property together with such additional advances, in a sum in excess of **TWO HUNDRED SEVENTY-SIX THOUSAND AND NO /100** Dollars **276000.00** provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of its

(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 all such items extended 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

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note identified

3776649

3776619

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Box 403

MORTGAGE

KUCZYNSKI

to

CHRYSLER FEDERAL BANK FOR SAVINGS

PROPERTY AT:

3715-23 N. LUCKWOD
CHICAGO, ILLINOIS 60639

Loan No. 01-45843-05

Property of Cook County Clerk's Office

3776649

1969 MAR -1 PM 2:28

CAROL MOSELEY BRADY
REGISTRAR OF TITLES

6499226

T.T.L.

3776649

RECORDED IN COOK COUNTY CLERK'S OFFICE

1969 MAR 1 2 28

830228

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679647

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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 herein. Mortgagee shall have all powers herein, 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 null and void 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.

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

day of FEBRUARY, A.D. 1989

Anna Kuczynski (SEAL) Josef Kuczynski (SEAL)
ANNA KUCZYNSKI (SEAL) JOSEF KUCZYNSKI (SEAL)

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 ~~ANNA KUCZYNSKI, MARRIED TO~~ ^{AND} ~~JOZEF KUCZYNSKI HER HUSBAND~~ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 FEBRUARY, A.D. 1989

" OFFICIAL SEAL "
LES S. KUCZYNSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/29/92

Les S. Kuczynski
Notary Public

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

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