

3782904

LOT 13 IN BLOCK 6 IN CENTRALMOSS, BEING A SUBDIVISION OF THE FOLLOWING DESCRIBED LANDS: BEGINNING AT 100' SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST ALONG SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 14.82 CHAINS (978.12) THENCE NORTH ALONG THE LINE PARALLEL TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, THENCE SOUTHEASTERLY ALONG THE SAID RIGHT OF WAY LINE TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, THENCE SOUTH ALONG THE MENTIONED LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 03-33-417-018-0000

High W. Central
Mt. Prospect, Ill. 60056

Property Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mortgage

2782904

(Individual Form)

Loan No. 12-45954-05

891277

THE UNDERSIGNED,

MICHAEL B. KOBUS and ALICE V. KOBUS, HUSBAND AND WIFE

of CITY OF PARK RIDGE, 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:

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 lessor to lessee is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, linens, 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 all the rents, issues and profits of said premises which are or may be provided, assigned, transferred and put over into the Mortgage, what so ever due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagee, 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 hereunto belonging, unto said Mortgagee forever, for the uses hereinafter 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) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of NINETY-ONE THOUSAND AND NO /100 Dollars

— \$1000.00 which Note, together with interest thereon as therein provided, is payable in monthly installments of EIGHT HUNDRED NINETY-ONE AND 90/100 Dollars

— \$91.90 —, commencing the 1st day of MAY 1989

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 APRIL, 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 in no time shall the Mortgagee's sum, advances or proceeds of any personal loan together with such additional advances, in a sum or sums of ONE HUNDRED NINE THOUSAND TWO HUNDRED AND NO /100 \$19,200.00 Dollars

(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 condemnation assessments against said property (including those hereinafter due), and to furnish the Mortgagee, upon request, evidence receipts therefor and all such same extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements hereon 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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2782904

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1425226
IN DUPLICATE

3782904

89 MAR 30 AM 11:31
CAROL HOSELEY BRAUN
REGISTRAR OF TITLES

Property of Cook County Clerk's Office

Submitting Office

Address

Phone

City

Ado 3782904

Debit

Add

Notice

Send

COMMUNITY TITLE GUARANTEE CO.

400 East Lake Street

Chicago, Illinois 60601

Box 403

MORTGAGE

KOBUS, KOBUS

10

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:

1108 W. CENTRAL ROAD
MT. PROSPECT, ILLINOIS 60056

Loan No. 12-55554-05

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 hereon. Mortgagee shall have all powers, if any, which it might have had without this paragraph, but such 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 priority of the Mortgage or the time of said foreclosure, or whether the same shall then be accepted by the owner of the property of redemption as a homestead, appoint a receiver with power to manage and maintain 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 to 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 hereon.

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 as 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 and in as many instances as therefor arise.

IN WITNESS WHEREOF, this mortgage is executed, stated and delivered this 10TH

day of MARCH, A.D. 1989
GREGORY S. KOBUS (SEAL) Alice V. Kobus (SEAL)
 _____ (SEAL) _____ (SEAL)

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 GREGORY S. KOBUS and ALICE V. KOBUS, HUSBAND AND WIFE 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 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 10TH day of MARCH, A.D. 1989

Ronald J. Janus
 Notary Public

MY COMMISSION EXPIRES 8-28-89

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

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