

UNOFFICIAL COPY

Mortgage 11477

Loan No. 01-44509-15

(Corporate Land Trustee Form)

3811477

THIS INDENTURE WITNESSETH: That the undersigned
JEFFERSON STATE BANK

a corporation organized and existing under the laws of the **STATE OF ILLINOIS**

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 **FEBRUARY 02, 1987** and known as trust number **1436**, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

CRAIG 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 3 IN MULLAN SUBDIVISION BEING A RESUBDIVISION OF LOTS 41 AND 42 IN LAUNDALE GARDENS UNIT NO. 3, A SUBDIVISION OF THE SOUTH 644.60 FEET (EXCEPT THE EAST 1910.83 FEET) OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF PERMANENT INDEX # 08-24-303-027 & 08-24-303-028 SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NO. 3811475

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 thereon 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 a door and openings, stove and water line, and 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 into the Mortgage, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lessors 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 to the principal sum of **THIRTY-TWO THOUSAND AND NO /100** Dollars, which Note is payable in full on **32000.00** Dollars.

(b) shall become due and payable on **NOVEMBER 01, 1990**. Said note shall bear interest as therein provided, payable monthly, commencing with **JUNE 01, 1989** and on or before the first day of each and every month thereafter succeeding until the said principal sum is paid in full.

(2) any advances made by this Mortgagee, but of no excess of **THIRTY** provided that, nothing herein accordance with subsection (a)

in the Mortgagee, or its successor in title for any purpose, at any time before the release and cancellation of Mortgagee, secure advances on account of said original Note together with such additional advances, in a sum of **THOUSAND FOUR HUNDRED AND NO /100** Dollars, **38400.00** and be considered as limiting the amounts that shall be secured hereby when advanced to provide the amount or in

(3) the performance of all other duties 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 hereof. (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 maintain and keep in good repair and condition the premises hereon, and to cause the same to be insured against fire, lightning, theft, and such other risks as the Mortgagee may require, 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 fire-insurance, until expiration of the

Vertical text on the left margin: "copy to description affects property of... created by Plat 3811475... note identified"

3811477

UNOFFICIAL COPY

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61232hp
72-7165

pts 3

DUPLICATE
3811477

Submitted by
Address

Promise
Deliver

Address

Deed No.

Address

3811477 L.T.I.

RECORDS SECTION OF THE
CLERK OF THE COURT
CHICAGO, ILLINOIS

512031188

REC'D BY THE CLERK OF THE COURT IN THE COUNTY OF COOK, ILLINOIS, FOR THE PURPOSE OF RECORDING THE SAME. THE CLERK OF THE COURT HAS REVIEWED THE INSTRUMENT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CHICAGO RECORDS ACT. THE INSTRUMENT IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, AND IS BEING INDEXED IN THE INDEXES OF THE COUNTY OF COOK, ILLINOIS. THE CLERK OF THE COURT HAS REVIEWED THE INSTRUMENT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CHICAGO RECORDS ACT. THE INSTRUMENT IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, AND IS BEING INDEXED IN THE INDEXES OF THE COUNTY OF COOK, ILLINOIS.

Property of Cook County Clerk's Office

Box 403

MORTGAGE

JEFFERSON STATE BANK
TR. NO. 1436 DTD. 02-02-87

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CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
LOT 3 SHORT TERRACE
DES PLAINES, ILLINOIS 60016

Loan No. 01-46508-15

UNOFFICIAL COPY

any liability of the Jefferson State Bank stamped on the reverse side hereof, is hereby expressly made a part hereof.

4. 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 Mortgagee, or any party claiming under him, and without regard to the advance of the Mortgagee or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption, as aforesaid, 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 or 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 receiver, or on any deficiency decree whether there be a decree therefor in possession 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 that of 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 direct to purchase any lease junior to the lien hereof.

5. 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 obligations 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 Mortgagee, and the successors and assigns of the Mortgagee, and that the powers herein contained may be exercised by either or both of them.

6. The corporate Trustee named herein being duly authorized to do so by the trust instrument or by law, powers having a power of direction over the Trustee does hereby vest in any and all rights of redemption from said note; any order or decree foreclosing this mortgage, unless this mortgage, in the form of the extension hereof, herein or hereinafter approved 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 reconstruction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

7. The right to hereby reserved by the Mortgagee to make partial release or release of the mortgaged premises hereunder without notice to, or the consent, approval or assent of other parties in interest, including junior liens, which partial release or release shall not lapse 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.

8. 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 the 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 mortgagee, or other individual or as Trustee aforesaid, personally to pay the said note or any interest thereon, or any indebtedness existing 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 as for the undersigned, either individually or as Trustee aforesaid, or the corporation, personally or as guarantor, co-signer or endorser of said note, and the assets or owners of any indebtedness existing 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 in 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 TRUST OFFICER President, and its corporate seal to be hereunto affixed and attested by its ASSISTANT TRUST OFFICER

Secretary, this 19TH day of MAY, A.D. 1989

JEFFERSON STATE BANK
As Trustee as aforesaid and not personally

ATTEST
Lou Ann T. Silvestri Lou Ann T. Silvestri Penelope Jackson
Assistant Trust Officer Assistant Trust Officer Trust Officer
Secretary Secretary Trust Officer

STATE OF ILLINOIS }
COUNTY OF COOK } ss. I, the undersigned, Lorraine M. Anderson a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Penelope Jackson personally known to me to be the TRUST OFFICER President of JEFFERSON STATE BANK a corporation, and Lou Ann T. Silvestri personally known to me to be the ASSISTANT TRUST OFFICER 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 25TH day of MAY, A.D. 1989

"OFFICIAL SEAL"
Lorraine M. Anderson
Notary Public, State of Illinois
My Commission Expires 1/15/92

Lorraine M. Anderson
Notary Public

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

3811177

1. All amounts, principal and interest, shall be paid to the Mortgagee... The Mortgagee shall have the right to... The Mortgagor shall be bound to...

2. The Mortgagee shall have the right to... The Mortgagor shall be bound to... The Mortgagee shall have the right to...

3. The Mortgagee shall have the right to... The Mortgagor shall be bound to... The Mortgagee shall have the right to...

4. The Mortgagee shall have the right to... The Mortgagor shall be bound to... The Mortgagee shall have the right to...

5. The Mortgagee shall have the right to... The Mortgagor shall be bound to... The Mortgagee shall have the right to...

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7. The Mortgagee shall have the right to... The Mortgagor shall be bound to... The Mortgagee shall have the right to...

8. The Mortgagee shall have the right to... The Mortgagor shall be bound to... The Mortgagee shall have the right to...

1271183

Exoneration provision restricting any liability of Jefferson State Bank, attached hereto, is hereby expressly made a part hereof.