

(Individual Form)

Loan No. 01-48301-05

THE UNDERSIGNED, GREGORY GOLABEK and GRACE GOLABEK, HUSBAND AND WIFE

of CITY OF DES PLAINES, County of COOK, State of ILLINOIS

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

CRAGIN 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 FIVE (5) IN BLOCK ONE (1) IN DIEFENDORF'S ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD RIGHT OF WAY), COMMONLY KNOWN AS 1523 DAKOTA, DES PLAINES, ILLINOIS 60018. PERMANENT INDEX # 01-29-208-002

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, 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 the rents, issues and profits of said premises which are hereby pledged, assigned, transferred or put 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 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 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 in the principal sum of ONE HUNDRED THOUSAND AND NO 7/100 Dollars

10 100000.00 which Note, together with interest thereon as therein provided, is payable in monthly installments of NINE HUNDRED SEVENTEEN AND 53/100 Dollars

14 917.53 commencing the 18th day of APRIL 1990 which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(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, 1998.

(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 this Mortgage secure advances on account of said original Note, together with such additional advances, in a sum in excess of ONE HUNDRED TWENTY THOUSAND AND NO 7/100 Dollars 120000.00 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 essential 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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1930 FEB 28 PM 1:21
CAROL MOSSELER BRAUN
REGISTRAR OF TITLES

APR 17 1932
3849 W. HAWESVILLE
CHICAGO, ILL. 60630

Property of Cook County Clerk's Office

Box 403

MORTGAGE

GOLABEK, GOLABEK

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
1523 OAKTON
DES PLAINES, ILLINOIS 60018

Loan No. 01-48301-05

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statutory period during which the mortgagor may, by or for himself, or by a receiver appointed by the court, to refuse to take or to abandon possession of said premises without affecting the validity of the mortgage shall be the same as if the mortgage were not subject to this paragraph. No suit shall be maintainable against a mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after the 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 expense 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 forced, 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 prior 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 9TH

day of FEBRUARY, A.D. 19 90

GREGORY GOLABEK (SEAL) GRACE GOLABEK (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 GOLABEK and GRACE GOLABEK, 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 9TH day of FEBRUARY, A.D. 19 90

Notary Public State of Illinois My Commission Expires 3/16/91

Notary Public

MY COMMISSION EXPIRES 3.16.91

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

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7 All payments, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be due, and the Mortgagee shall have the right to receive the same and to apply the same to the payment of the interest and principal of the mortgage. The Mortgagee shall also have the right to receive the same and to apply the same to the payment of the interest and principal of the mortgage.

8 In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be paid to the Mortgagee, and the purchase price shall not be subject to the application of the purchase money.

9 That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's expense in connection with any dispute as to the debt hereby secured by this instrument, or any litigation to which the Mortgagee may be a party or in which the Mortgagee may be interested, and the Mortgagee shall be entitled to recover the reasonable attorney's fees so incurred.

10 That the Mortgagee shall have the right to assign or otherwise dispose of the mortgage, and the Mortgagee shall be bound by any assignment or disposition made by the Mortgagee.

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