

906917
Mortgage
9/02/95

UNOFFICIAL COPY

3902583

Mortgage
(Corporate Form)

9 0 2 5 0 1-49177-05
Loan No.

THIS INDENTURE WITNESSETH: That the undersigned TARA CONSTRUCTION CO.
a corporation organized and existing under the laws of the STATE OF ILLINOIS
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

CRAIN 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:

PARCEL 1: LOT THREE (3) IN BLOCK TWO (2) IN FRED I. GILLICK'S CENTER STREET ADDITION TO PARK RIDGE IN THE SOUTHEAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 2: THE WEST HALF (1/2) OF THE VACATED ALLEY LYING EAST OF AND ADJOINING LOT 3 IN BLOCK 2 IN FRED I. GILLICK'S CENTER STREET ADDITION TO PARK RIDGE IN THE SOUTHEAST QUARTER (1/4) OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 237 N. HOME, PARK RIDGE, ILLINOIS 60068.

PERMANENT INDEX # 09-27-420-003

other services, and any other thing now or hereafter thereon, the furnishing of which is necessary or appropriate including screens, window shades, storm doors and windows, floor coverings, screen doors, in set or 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 and conveyed unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lien holders 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 EIGHT THOUSAND AND NO /100 Dollars
108000.00 which Note together with interest thereon as therein provided, is payable in monthly installments of NINE HUNDRED TWENTY-SEVEN AND 89/100 Dollars
927.89 commencing the 1ST day of JULY 1990

which payments are to be applied, first, to interest, and the balance to principal, for thirty 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 JUNE, 1993.

(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 not to exceed the amount of said principal sum together with such additional advances, in a sum in excess of ONE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED AND NO /100 Dollars (i.e. 129600.00), 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 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

NOTE IDENTIFICATION

3902583

Property of Cook County Clerk's Office

7/10/06
1/11/06

Box 403

MORTGAGE

3902583
TARA CONSTRUCTION CO.

CRAGIN, FRANK BANK FOR SAVINGS
PROPERTY AT
237 N. HOME
PARK RIDGE, ILLINOIS 60068

Loan No. 01-49177-05

3902583

COMMUNITY TITLE GUARANTY CO.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1366

2/10/05

Box 403

MORTGAGE

3902583
TAKA CONSTRUCTION CO.

20
AUG
2005

FRANK RIDGE, ILLINOIS 60068
SAGIN, FERRIS BANK FOR SAVINGS

PROPERTY ADDRESS
337 N. HOME
FRANK RIDGE, ILLINOIS 60068

3902583

Loan No. 01-49177-05

3902583 BANKER

COMMUNITY TITLE GUARANTY CO.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1366

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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 hereof. Mortgagee shall have all powers, if any, 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 Mortgagee or any party claiming under him, and without regard to the solvency 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 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 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 mentioned may be exercised as often as occasion therefor arises.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure or this mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its _____

President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary,

this 29TH day of MAY A.D., 19 90 pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

TARA CONSTRUCTION CO.

ATTEST: Mary Mullan Secretary By James P. Mullan President

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 PATRICK MULLAN
personally known to me to be the President of TARA CONSTRUCTION CO.

a corporation, and MARY MULLAN 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 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 29TH day of MAY A.D. 19 90

[Signature]
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

3902583

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 paid in full or until the delivery of a deed pursuant to a deed of trust... (The text continues with detailed provisions regarding the mortgagee's rights and obligations.)

2. In the event the mortgagee or any part thereof shall be taken by condemnation, the mortgagee hereby empowered to collect and receive all compensation which may be paid for any property taken or for damage to any property not taken and all condemnation compensation to be received... (The text continues with provisions regarding condemnation.)

3. That the mortgagee may employ counsel for advice or other legal services at the Mortgagee's election in connection with any dispute as to the debt hereby secured or the terms of this instrument or any provision hereof... (The text continues with provisions regarding legal services.)

4. That in the event the ownership of said property or any part thereof through the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such success or interest in interest with reference to this mortgage and the debt hereby secured in any manner as may seem proper... (The text continues with provisions regarding ownership and interest.)

5. That in the event the Mortgagee is unable to secure payment of said note and obligation within the time specified in the mortgage... (The text continues with provisions regarding payment and obligations.)

6. That in the event of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf every thing so covenanted, that said Mortgagee may also do any act it may deem necessary to give effect to the intent hereof... (The text continues with provisions regarding covenants and performance.)

7. That the Mortgagee is authorized to pay and discharge all taxes, assessments, insurance premiums, and other annual charges upon the property... (The text continues with provisions regarding taxes and assessments.)

8. That the Mortgagee is authorized to pay and discharge all taxes, assessments, insurance premiums, and other annual charges upon the property... (The text continues with provisions regarding taxes and assessments.)

9. That the Mortgagee is authorized to pay and discharge all taxes, assessments, insurance premiums, and other annual charges upon the property... (The text continues with provisions regarding taxes and assessments.)

10. That the Mortgagee is authorized to pay and discharge all taxes, assessments, insurance premiums, and other annual charges upon the property... (The text continues with provisions regarding taxes and assessments.)

11. That the Mortgagee is authorized to pay and discharge all taxes, assessments, insurance premiums, and other annual charges upon the property... (The text continues with provisions regarding taxes and assessments.)

12. That the Mortgagee is authorized to pay and discharge all taxes, assessments, insurance premiums, and other annual charges upon the property... (The text continues with provisions regarding taxes and assessments.)

13. That the Mortgagee is authorized to pay and discharge all taxes, assessments, insurance premiums, and other annual charges upon the property... (The text continues with provisions regarding taxes and assessments.)

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