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2003-03-06 14:27:00  
Cook County Recorder 36.50

**MORTGAGE**  
By Individual to Corporation Form 1498

**THIS INDENTURE WITNESSETH,**  
That the Mortgagor **MARIA RODRIGUEZ**  
2704 N. LARAMIE

of the CITY OF CHICAGO  
County of COOK  
and State of ILLINOIS

**MORTGAGES AND WARRANTS to**  
**CABAN & ASSOCIATES**



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THE ABOVE SPACE FOR RECORDER'S USE ONLY

a corporation duly organized and doing business under and by virtue of the laws of the State of **ILLINOIS**  
having its principal office in the **CITY** of **CHICAGO** **COOK** County of  
and State of **ILLINOIS** *25 MB* to secure the payment of a certain indebtedness evidenced by

**NOTE** at 7.5 % over ~~20~~ years with 2 year balloon / \$33,000.00 dated 2-28-2003

*Prepare by: Julia Caban  
2817 N. Wolcott  
Chg. DL. 60657*

**THE FOLLOWING DESCRIBED REAL ESTATE, to-wit: LOT 25 (EXCEPT THE SOUTH 17 FEET TAKEN FOR WIDENING FULLERTON AVENUE) IN BLOCK 8 IN HOWSER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**PIN 13-28-327-033**  
**COMMONLY KNOWN AS 5416 W. FULLERTON CHI IL**

situated in the **CITY** of **CHICAGO** County of **COOK** and  
State of **ILLINOIS** hereby releasing and waiving all rights under and by virtue of the homestead  
exception laws of the State of **ILLINOIS** and all right to retain possession after a breach in any of the  
covenants herein.

**The Mortgagor(s)** covenant(s) and agree(s) as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of July in each year, all taxes and assessments against said premises, and on demand, to exhibit receipts thereof, (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings at any time on said premises insured by extended coverage insurance and insured against loss by fire, in companies to be approved by the said mortgagee to the full insurable value thereof, with the usual mortgage clauses attached, in favor of, and deliver all such policies to said mortgagee;

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and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the mortgagee, or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or tile effecting said premises, and all money so paid, the mortgagor(s) agree(s) to repay immediately without demand, and the same, with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby.

In the Event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, with interest thereon from time of such breach, at the highest rate of interest allowed by law shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the mortgagor that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof - including ATTORNEY FEES, PENALTIES Dollars, solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree - shall be paid by the mortgagor(s); and the like expenses and disbursements, occasioned by any suitor proceeding wherein the mortgagee, as such, maybe a party, shall also be paid by the mortgagor(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor are release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees, have been paid. The mortgagor(s) waive all right tot he possession of, and income from, said premises, pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree(s) that upon the filing of any bill to foreclose this Mortgage Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income, and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commissions to pay to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money is said premises be redeemed.

And it is Further Mutually Understood and Agreed, By and between the said parties hereto, that the covenants and agreements herein contained or entered into hereby, shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of the said parties respectively.

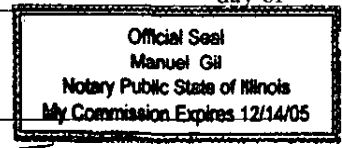
In Witness Whereof, the said Mortgagor haS hereunto set HER hand and seal at CHICAGO this 28TH day of FEB A.D. 2003 MARIA RODRIGUEZ (SEAL)

STATE OF ILLINOIS } COOK County. } ss

I, MARIA RODRIGUIZ in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person(s) whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged 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 the right of homestead.

GIVEN under my hand and Notarial Seal this 28TH day of FEB A.D. 2003



Mail to: My Address 2817 N. Wolcott Chgo. IL. 60657 My Commission expires 12/14/05

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## INSTALLMENT NOTE

\$ 33,000.00

CHICAGO IL.

DATED: 28TH day of FEB 2003

FOR VALUE RECEIVED, MARIA RODRIGUEZ the undersigned promise to pay to the order of CABAN & ASSOCIATES

THE PRINCIPAL SUM OF THIRTY THOUSAND DOLLARS in 24 installments as follows \$ 243.87 Interest 7.5% amortized over 25 years with the balloon payment on Feb. 2005.

The payment of this note is secured by \* second mortgage, bearing even date herewith, to \* 5416 W. Fullerton Chi Il. on real estate in the County of \*Cook, State of Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case default shall occur and continue for three days (in which event election may be made at any time after the expiration of said three days, without notice) in the performance of any other agreement contained in said

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And to secure the payment of said amount, the undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court in term time or vacation, at any time after maturity and confess a judgement, with process, in favor of the holder of this note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

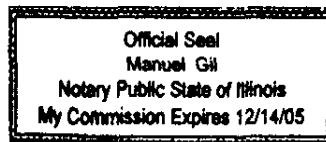
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There shall be no prepayment penalty.

If this instrument is signed by more than one person, all obligations and authorizations here under shall be joint and several. All parties hereto severally waive presentment for payment notice of dishonor and protest.

Maria Rodriguez  
Maria Rodriguez

Signed before me on February 28<sup>th</sup> 2003



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## Amortization Schedule

Amortization Schedule For: **MARIA RODRIGUEZ**

Property Address:

Prepared For:

Provided By:

**Alliance Capital Mortgage Corp.**  
 6321 N. Avondale Ave., Suite 104 Chicago, IL 60631  
 (P) 773-594-0500/ (F) 773-594-9216

**Loan Program:**

Loan Amount	\$ 33,000	<b>Buydown:</b>	<b>Rate</b>	<b>Term</b>
Interest Rate	7.500 %			
Term/Due In	300/24 months			
1st PMT Date				
Qual Rate				
APR	7.500 %			

**Rate Adjustment**

First Adj. Cap  
 First Change  
 Adjust Cap  
 Adjust Period  
 Life Cap  
 Margin  
 Index  
 Rounding

**Payment Adjustment**

First Adj. Cap  
 First Change  
 Recast Period  
 Recast Stop  
 Max Balance  
**Interest Only**  
**GPM** Rate  
 Term

**Summary**

No	Pmt Date	Int Rate	Monthly Payment	Principal Paid	Interest Paid	Mtg Insurance	Balance
23		7.500	243.87	927.43	4,681.58		32,072.57
1		7.500	32,273.02	32,072.57	200.45		0.00
<b>TOTAL</b>			<b>37,882.03</b>	<b>33,000.00</b>	<b>4,882.03</b>		<b>0.00</b>

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YEARLY SCHEDULE

No	Pmt Date	Int Rate	Monthly Pmt	Principal Paid	Interest/MI	Balance
12		7.500	243.87	467.29	2,459.15	32,532.71
11		7.500	243.87	460.14	2,222.43	32,072.57
1		7.500	32,273.02	32,072.57	200.45	0.00
TOTAL -			37,882.03	33,000.00	4,882.03	

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No	Pmt Date	Interest	Monthly Payment		Remaining Balance	
		Rate	Payment	Principal		Interest/MI
1		7.500	243.87	37.62	206.25	32,962.38
2		7.500	243.87	37.86	206.01	32,924.52
3		7.500	243.87	38.09	205.78	32,886.43
4		7.500	243.87	38.33	205.54	32,848.10
5		7.500	243.87	38.57	205.30	32,809.53
6		7.500	243.87	38.81	205.06	32,770.72
7		7.500	243.87	39.05	204.82	32,731.67
8		7.500	243.87	39.30	204.57	32,692.37
9		7.500	243.87	39.54	204.33	32,652.83
10		7.500	243.87	39.79	204.08	32,613.04
11		7.500	243.87	40.04	203.83	32,573.00
12		7.500	243.87	40.29	203.58	32,532.71
			2,926.44	467.29	2,459.15	
13		7.500	243.87	40.54	203.33	32,492.17
14		7.500	243.87	40.79	203.08	32,451.38
15		7.500	243.87	41.05	202.82	32,410.33
16		7.500	243.87	41.31	202.56	32,369.02
17		7.500	243.87	41.56	202.31	32,327.46
18		7.500	243.87	41.82	202.05	32,285.64
19		7.500	243.87	42.08	201.79	32,243.56
20		7.500	243.87	42.35	201.52	32,201.21
21		7.500	243.87	42.61	201.26	32,158.60
22		7.500	243.87	42.88	200.99	32,115.72
23		7.500	243.87	43.15	200.72	32,072.57
24		7.500	32,273.02	32,072.57	200.45	0.00
			34,955.59	32,532.71	2,422.88	
TOTAL -			37,882.03	33,000.00	4,882.03	

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