

UNOFFICIAL COPY

MORTGAGE 04056047

75 33 153 AMMFA 3044

THIS INDENTURE WITNESSETH: That the undersigned

OSCAR GRACIA and ELIZARETH GRACIA, his wife and RICHARD GRACIA, a single person

CITY OF CHICAGO

County of

COOK

State of Illinois,

hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

WASHINGTON FEDERAL BANK for savings

a corporation organized and existing under the laws of the

STATE OF ILLINOIS

hereinafter

referred to as the Mortgagee, the following real estate, situated in the County of

COOK

in the State of Illinois, to wit:

LOT 53 IN CHARLES J. HULL'S SUBDIVISION OF LOT 6 AND THE EAST 7 FEET OF LOT 5, IN BLOCK 26 IN THE CANAL TRUSTEES SUBDIVISION OF THE SOUTH-FRACTION OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 3079 S BONFIELD CHICAGO, IL 60608

PHONE 117-29-422-027-0000

The mortgagor shall not suffer or permit, without the written consent of the mortgagee, a sale, assignment or transfer of any right, title or interest in and to the said property, or any portion thereof, or of any of the improvements, apparatus, fixtures or equipment which may be found on or under said property. The mortgagee may collect a "late charge" in accordance with the statutory provisions and association bylaws relating thereto, for the non-payment of each aggregate monthly payment (total of all payments to be made hereunder) when due.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected 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 otherwise 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, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are 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 unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of SEVENTY SIX THOUSAND DOLLARS AND NO/100'S Dollars (\$76,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of SEVEN HUNDRED SEVENTY DOLLARS AND 85/100'S DOLLARS (\$770.85) on the 1ST day of each month, commencing with JANUARY 1, 1995 until the entire sum is paid.

COOK COUNTY, ILLINOIS FILED FOR RECORD

DEC 19 PM 3:22

04056047

04056047

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

BOX 333-CT1
Box

MORTGAGE

MAIL

TO

WASHINGTON FEDERAL BANK FOR SAVINGS
2869 S ARCHER
CHICAGO, IL 60608

Loan No. 1188-3

04056047

OFFICIAL SEAL
PHILIP K. GORDON
Notary Public, State of Illinois
My Commission Expires 4/96

GIVEN under my hand and Notarial Seal, this _____ day of _____, 1994, before me this day in person and acknowledged that _____ personally known to me to be the same person(s) whose name(s) (his) (are) subscribed to the foregoing instrument, appeared

DO HEREBY CERTIFY that Elizabeth Emma, Richard Thacia, Oscar Bank, _____ Notary Public in and for said county, in the State aforesaid,

STATE OF ILLINOIS
COUNTY OF COOK
Phillip K. Gordon

(SEAL) _____
(SEAL) Elizabeth Emma, Richard Thacia, Oscar Bank

day of DECEMBER 94

IN WITNESS WHEREOF, the undersigned, the undersigned, have hereunto set their hands and seals this _____ day of _____, 1994.

the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, placed suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (h) preparations for the payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value which may be paid or incurred by or on behalf of the Mortgagor and deemed by the Mortgagor to be reasonably necessary, degree of sale all expenses and expenses together with interest thereon at the rate of FIFTEEN PERCENT per annum, hereof; and upon termination of said premises, there shall be allowed and included as an additional indebtedness in the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree as after the Master's sale toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the and the statutory period of redemption, and such rents, issues and profits of said premises during the pendency of such foreclosure suit manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to (4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may of the premises commencing without offering the several parts separately; and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, out affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare, said property, then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option, and with- or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by the Mortgagor, or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by (3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained under Section A(4) above, or for either purpose; (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do here- (1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and the Mort- gage to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do here- hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do here-

B. MORTGAGOR FURTHER COVENANTS: