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Doc#: 0410444042
Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 04/13/2004 02:10 PM Pg: 1 of 3

THIS INDENTURE, made December 11, 2003, between Magdalena Lopez, Herein referred to as "Mortgagor", and Rafael Herrera herein referred to as

MORTGAGEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred as Holders of the Note, in the principal sum of \$30,000.00. Evidenced by one certain Installment Note of the Mortgagor of even date herewith, made payable to Rafael Herrera and delivered, in and by which said

Note the Mortgagor promise to pay the said principal sum of \$30,000.00 and interest from December 11, 2003 on the balance of principal remaining from time to time unpaid at the rate of 0% per cent per annum in instalments (including principal and interest) as follows: in one payment of \$30,000.00 Dollars on the 11th day of February 2004. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installments unless paid when due shall bear interest at the rate of 0% per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Rafael Herrera in said City, 1647 North Milwaukee Avenue, Chicago, Illinois 60647.

NOW THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by that Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the mortgagee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago County of Cook.

And State of Illinois, to wit:

Lots 41 to 46, in Block 2, in Rasmussen's Subdivision of the West 10 acres of the South 64 acres of the Northwest ¼ of Section 25, Township 39 North, Range 13, east of the Third Principal Meridian, (except the South 83 feet and the East 50 feet thereof), in Cook County, Illinois.

P.I.N.: 16-25-121-001, 16-25-121-002, 16-25-121-003, 16-25-121-004 Vol. 573

Which, with the property hereinafter described, is referred to herein as the "premises,"

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

At mortgagee's option, subject to applicable law or to a written waiver by mortgage, mortgagor shall pay to mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this mortgage and (b) yearly hazard insurance premiums. These items are called "escrow items". Mortgagee may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. The Funds may be commingled by mortgagee or bearer of the Note with other funds. Mortgagee shall apply the Funds to pay the escrow items. Unless an agreement is made or applicable law requires interest to be paid, mortgagee shall not be required to pay mortgagor any interest or earnings on the Funds. Mortgagee shall give to mortgagor, without charge, and annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The funds are pledged as additional security for the sums secured by this Mortgage. If the Funds held by mortgagee, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at mortgagor's option, either promptly repaid to mortgagors or credited to mortgagor on monthly payments of Funds. If the amount of the Funds held by mortgagee is not sufficient to pay the escrow items when due, mortgagor shall pay to mortgagee amount necessary to make up the deficiency in one or more payments as required by mortgagee. Upon payment in full of all sums secured by this Mortgage, mortgagee shall promptly refund to mortgagor any Funds held by mortgagee.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor do hereby expressly release and waive.

WITNESS the hand _____ and seal _____ of Mortgagor the day and year first above written.

