

UNOFFICIAL COPY

MORTGAGE

(To be used for loans over \$25,000; loans \$25,000 or less and first lien; or other non-consumer act transactions)



Doc#: 0622939033 Fee: \$50.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/17/2006 12:43 PM Pg: 1 of 3

DOCUMENT NO.

Domingo Perez and Elisa Perez
("Mortgagor" whether one or more)
Mortgages to Clerk U.S. District Court, Eastern District
of Wisconsin ("Mortgagee" whether one or more)
to secure payment of One Hundred Fifty Thousand
Dollars (\$150,000.00)

evidenced by a note or notes hearing an even date executed by Domingo Perez and Elisa Perez
Mortgagee, and any extensions, renewals and modifications of the note(s) and refinancing of any
such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the security of
this Mortgage, the following property, together with the rents, profits, fixtures, and other appurtenant interests (all called "Property"), in Chicago, Cook
County, State of Illinois:
5654 S Spaulding

This is not homestead property. This is not a purchase money mortgage

Mortgagor warrants title to the Property; except restrictions and easements and encumbrances of record, if any except none.

Mortgagor promises to pay when due all taxes and assessments levied on Property or upon Mortgagor's interest in it and to deliver to Mortgagee on
demand receipts showing payment.

Mortgagor shall keep the improvements on the Property insured against any loss or damaged occasioned by fire, extended coverage perils and such
other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts Mortgagee shall require, but Mortgagee shall not require
coverage in an amount more than the balance of the debt without co-insurance, and Mortgagee shall pay the premium when due. The policies shall contain the
standard mortgage clause in favor of Mortgagee and, unless Mortgagee otherwise agrees in writing, the original of all policies covering the property shall be
deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee otherwise
agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair
economically feasible.

Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to
keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws, ordinances and regulations affecting the Property.
Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this
Mortgage and any failure to do so shall constitute a default under this Mortgage.

Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due and in the performance of any of the
covenants and promises of the Mortgagor contained herein or in the note(s) secured hereby. In the event of default, Mortgagee may, at his option and subject
to the notice provisions of this Mortgage, declare the whole amount of the unpaid principal and accrued interest due and payable and collect it in a suit at law
or by foreclosure of this Mortgage by action or advertisement or be exercised of any other remedy available at law or equity, and Mortgagee may sell the
Property at public sale and give deeds of conveyance to the purchasers pursuant to the statutes.

Unless otherwise provided in the note(s) secured by this Mortgage, prior to any acceleration (other than under the last paragraph of this Mortgage)
Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date
the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice
may result in acceleration.

In case of default, whether abated or not, all costs and expenses including reasonable attorney's fees and expenses of title evidence to the extent not
prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure, be included in the judgment.

Mortgagor agrees to the provisions of Section 846.101 and 846.103(2) of Wisconsin Statutes, as may apply to the Property and as may be amended,
permitting Mortgagee in event of foreclosure waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such
applicable Section.

Unless a Mortgagor is obligated on the note or notes secured by this Mortgage, the Mortgagor shall not be liable for any breach of covenants
contained in this Mortgage.

Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property,
including homestead interest, to collect the rents, issues and profits of the Property, during the pendency of such action, and such rents, issues, and profits
when so collected shall be held and applied as the court shall direct.

Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

In the event of any default by Mortgagor of any kind under this Mortgage or any note(s) secured by this Mortgage, Mortgagee may cure the default
and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the note secured by
this Mortgage and shall constitute a lien upon the Property.

Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any
other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed
is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the note(s) secured by this
Mortgage shall become due and payable in full at the option of Mortgagee without notice upon any transfer, sale or conveyance made in violation of this
paragraph.

Mortgagor hereby transfers and assigns absolutely no Mortgagee, as additional security, all rents, issues and profits which become or remain due
(under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to
Mortgagor's control, following any default under this Mortgage of the note(s) secured hereby and delivery of notice of exercise of this assignment by
Mortgagee to the tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver regardless of
Mortgagee's lack of possession of the Property.

Date this 11th day of August, 2006
Domingo Perez (Mortgagor) 8/11/06 (seal) Elisa Perez (Mortgagor) 8-11-06 (seal)

SUBSCRIBED AND SWORN TO
this 11th day of August, 2006.
Gary W. Adair
Notary Public



UNOFFICIAL COPY

MORTGAGE NOTE

\$ 150,000.00

August, 2006

For value received, I or we, jointly and severally, promise to pay to the United States District Court, Eastern District of Wisconsin or order, at 517 E. Wisconsin Avenue, Milwaukee, Wisconsin the principal sum of one hundred fifty thousand (\$150,000.00) DOLLARS, in the amounts and on the dates following, to-wit: upon a judgment of bond forfeiture on criminal case 06-CR-146, U.S. v. Robles

with interest thereon until maturity at the rate of _____ per cent. annum, payable _____ and with interest after maturity or default at the rate of _____ per cent. Per annum.

The maker _____ shall have the privilege of prepaying \$ _____ or any multiple thereof on any interest paying date _____.

If default shall be made in the payment of principal or interest when the same becomes due, or in the event of any failure to comply with any of the terms, covenants or conditions of the mortgage collateral hereto, the entire unpaid principal, together with interest, shall at the option of the holder hereof, become at once due and payable without any notice whatever (notice being waived), such option to be exercised at any time after default.

This note is secured by a mortgage on real estate bearing even date herewith.

Domingo Perez

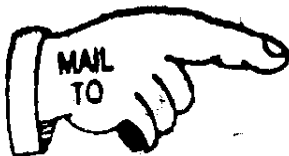
Domingo Perez 8/17/06

Elisa Perez

Elisa Perez 8-11-06

SUBSCRIBED AND SWORN TO
this 17th day of August, 2006.

Gary W. Adair
Notary Public



GARY W. ADAIR, ATTORNEY
900 W. JACKSON Blvd. 5 East
Chicago, IL 60607-3024

UNOFFICIAL COPY

Legal Description

of premises commonly known as 5654 S. SPAULDING, CHICAGO, IL 60629

LOT 22 AND THE NORTH 1/2 OF LOT 23 IN BLOCK 4 IN MEYER'S SUBDIVISION OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Exempt under provisions of
Real Estate Transfer Act

11/10/96 Domingo Perez
Date

Property of Cook County Clerk's Office

96556051



SEND SUBSEQUENT TAX BILLS TO

DOMINGO PEREZ AND ELISA PEREZ
(Name)

5654 S. SPAULDING
(Address)
CHICAGO, IL 60629
(City, State and Zip)

MAIL TO

Domingo Perez
(Name)
5654 S. Spaulding
(Address)
Chicago, Ill 60629
(City, State and Zip)

OR

RECORDER'S OFFICE BOX NO _____