

Mortgages shall pay each item of indebtedness... The Mortgages of the holder of the note hereby secured... Mortgages shall keep all buildings and improvements...

THE MORTGAGOR COVENANTS

This Mortgage is a second lien on the premises mortgaged thereby... Mortgages shall keep and premises in good condition and repair... Mortgages shall pay each item of indebtedness...

852279873

Real estate tax # 13-17-200-032-0000 (tax)

The West 1/3 of that part East of the East line of North Austin Avenue... Section 17, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The following real estate situated in the County of Cook, State of Illinois, and all right to retain possession of said real estate after default in payment for breach of any of the covenants and agreements herein contained, to-wit:

Table with columns: Installments of \$, each beginning on, and continuing on the same day of each month thereafter until the entire sum is paid. Values include 60, 364.45, 19, 85, 21,867.00.

existing under the laws of the UNITED STATES OF AMERICA, hereinafter referred to as the Mortgagee, in the sum of TWENTY ONE THOUSAND EIGHT HUNDRED SIXTY SEVEN AND 00/100 (\$ 21,867.00) Dollars evidenced by the promissory note of Mortgagee of even date herewith payable to the order of Mortgagee in installments as follows:

THIS INDENTURE WITNESSETH, that ELIAS I. MENDOZA and JOSEFA C. MENDOZA, his wife

MORTGAGE

852279873

8 5 2 7 9 8 7 2

UNOFFICIAL COPY

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the note for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. IN THE EVENT the Mortgagee transfers title to the within described property to any purchaser without the prior approval in writing by the Mortgagee, then at the option of the Mortgagee, the debt incurred by this instrument shall immediately become due and payable.

-85-279873

NO 35 85 36514 • 85279873 - A - Rec 11.00

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WITNES the hand S. and seal S. of Mortgagors this 19th day of April 1985
Elias T. Mendoza (SEAL) *Josefa C. Mendoza* (SEAL)

STATE OF ILLINOIS, ss. I, *Darius Lubner*, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Elias T. Mendoza and Josefa C. Mendoza, his wife

who are personally known to me to be the same person S whose name S are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their 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 19th day of April, A.D. 1985
Darius Lubner
Notary Public.



Box 36

MORTGAGE

ELIAS T. MENDOZA
JOSEFA C. MENDOZA

5958 W. Giddings

Chicago, Illinois 60630

FIDELITY FEDERAL SAVINGS
And Loan Association of Chicago

5455 West Belmont Avenue
Chicago, Illinois 60641

Loan No. 1-00-5160-2

11.00

THIS DOCUMENT PREPARED BY:
William E. Trude, Attorney at Law
5455 West Belmont Avenue, Chicago, Illinois 60641