UNOFFICIAL COPY 2996

MORTGAGE, made this 16thday of October , 1986, between	ITT FINANCIAL SE	RVICES
MIGUEL R. TORREJON and IRMA TORREJON, his wife		
6023 S. Richmond, Chicago, Illinois 60629		FINANCIAL SERVICES
hereinafter (whether one or more in number) called mortgagor, and AEDIA FINATE COPENY, a business in Illinois, having its Executive Offices at Minneapolis, Minneapolis, hereinafter called a	Delaware Corporation,	qualified to do

WITNESSETH, That mortgagor, in consideration of a loan from mortgagoe evidenced by a Note bearing even date berewith in the amount of \$.. 10680.00 , including interest calculated at an annual percentage rate of \$ % and pursuant to which the final maturity due date is - October 21, 1991 , does by these presents mortgage and warrant unto mortgages, forever. the following described real estate located in Cook County, State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of Illinois, to wit: # as described in the Note executed on this date

Lot 33 in Block 6 in Cobe and McKinnon's 63rd Street Sacramento Avenue Subdivision of the East 7 of the Southwest 1 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. 19-13-313-007 Jm

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DOO DE COCAMINA Together with all buildings and improvements now or here ther erected thereon and the rents, issues and profits thereof, and all acreens, awnings, shades, storms, sash and blinds, and all heating, lightly, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien bereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinsfter as the "premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes, and upon the conditions and uses herein set forth.

The mortgagor hereby covenants that the mortgagor is selzed of a good title to the mortgaged premises in fee simple, free and clear of all liens and incumbrances, except as follows:

A mortgage made by Miguel R. Torrejon and Irma Torrejon, his wife, to West America Mortgage Company to secure a note in the amount of thirty-seven thousand and no/100 (\$37,000.00) dollars, which mortgage was recorded December 26, 1984, as Document Number 27382743.

and the mortgagor will forever warrant and defend the same to the mortgages against all claims what hever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgager shrip p y or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note secured hereby according to the terms hereof and all renewals and extensions thereof, and all other present and future indebtedness of mortgager to mortgagee (except subsidural consumer credit sales and direct loans made pursuant to the filinois Consumer Finance Act), all of such indebtedness being herein collectively referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and premises herein contained, then these presents shall cease and be void.

The mortgagor covenants with the mortgages that the interests of the mortgagor and of the mortgages in the premises shall be assessed for taxation and taxed together, without separate valuation, and to pay before they become delinquent all 'was and assessments now or bereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises (excribed in this mortgage, including avery mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgages or the mortgage's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgages to keep the mortgaged premises insured for fire and extended coverage for the full insurable value thereof, to pay the premiums thereon when due and to comply with coinsurance provisions, if any, in insurance compenies approved by the mortgages, with loss payable to the mortgages as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgages. Loss proceeds, less expenses of collection, shall, at the mortgages's option, be applied on the indebtedness hereby secured, whether due or not, or to the restoration of the mortgaged premises.

The mortgager further covenants with the mortgages: (1) to pay the indebtedness hereby secured; (2) to keep the mortgaged premises in good tensentable condition and repair; (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage; (4) not to commit waste nor suffer waste to be committed on the mortgaged premises; and (5) not to do any act which shall impair the value of the mortgaged premises.

In case any such toxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and wasts, the mortgages may on its part ours such defaults and all sums advanced for that purpose shall immediately be repaid to the mortgages and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the rate of 8% per annum and form a lien upon the real estate described herein.

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor hersin, in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured an option of the mortgages and without further notice or demand, become immediately due and payable.

Mortgagor hereby waives all rights to the possession of and income from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgagor further agrees that upon commencement of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest, and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises during the pendency of said action and until expiration of any redemption period, and may order such rents, issues and profits when so collected, to be applied first to the receivership expenses, including expenses incurred for necessary repairs, for the payment of insurance premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed as prescribed by law.

IL-1108 Avr. 3/77

Mortgagor agrees to pay all expenses and disbursements reid hereof including, without limitation or agreed and respect (see, ab	or incurred in behalf of mortgages in connection with the Zoreclasure practing of tills insurance less, outlays for documentary evidence and a ments stall be an actional lies upon the mortgaged precises, shall such foreclasure proceeding.	
be taxed as costs and included in any degree that may be undered in If mortgagor is an Illinois corporation or a foreign corporation	such foreclassic by an interconnection upon the mortgaged premises, shall such foreclassic borders, while state of Illinois, mortgager hereby walves	
any and all rights of redemption from sale under any order or dec and, to the extant permitted by law, on behalf of every person or pe quent to the date of this mortgage.	Heensed to do business in the State of Illinois, mortgagor hereby makes, ree of foreclosure of this wortgage fully, on behalf of the mortgagor arty acquiring any interest in or title to the mortgaged premises subse-	
All terms, conditions, covenants, warranties and promises her	ein shall be binding upon the heirs, legal representativas, successors, mortgages, the mortgages's successors, and assigna. Any provisions such prohibition without invalidating the remaining provisions hereof.	
hereof prohibited by law shall be ineffective only to the extent of. The mortgages shall be subrogated to the lies of any and all	such prohibition without invalidating the remaining provisions hereof.	
	out promission without invalinating the remaining provisions hereof- ior incumbrances, liens or charger paid and discharged from the pro- or liens have been released of record, the repayment of the indebtedness premises affected thereby to the axtent of such payments, respectively.	
mortgages with authority to apply or release the moneys received,	ing of, any part or all of said mortgaged premises is hereby assigned to as above provided for insurance loss proceeds.	
IN WITNESS WHEREOF this mortgage his been executed a Signed and scaled in the presents of:	and delivered this 16th day of October 19 86. MORTGAGOR(S):	
- ////	The state of the s	
- flore	(Bal)	
- A wind	MIGUEL R. TORREJON	
Malert Mel	(type pame) Name Landam (Seal)	
	(type name)	
	(Set)	
	DEPT-01 RECORDING	
	#9669 # A *-86-49299(bal)	
	COOK COUNTY RECORDER	
	(type name)	
INDIVIDUAL ACKNOWLEDGEMENT STATE OF ILLIHOIS)		
) 24.		
County of Cook)		
Personally came before me this 16th day of October Miguel R. Torrejon and Irms Torrejon.	tober , 19 86 , the above named	
foregoing instrument and acknowledged the same as his (ber or flyir) free and voluntary act, for the uses and purposes therein set forth.		
	Notary Public, County, Illinois	
;	My Cav relation expires	
COBPORATE ACKNOWLKEGUMENT		
STATE OF ILLINOIS)		
County of) Personally came before me this day of		
Personally came before me this day of		
Corporation, to be known to be such persons and officers who execute the same as such officers as the free and voluntary deed of such corporation.	oration, by its authority for the use and purposes therein set forth.	
"OFFICIAL SEAL"	14/2/	
CHRISTOPHER G. MATUSZAK Notzry Public, State of Illinois		
My Commission Expires 11/15/00 2	Notary Public. Ky Commission expires	
THIS INSTRUMENT WAS DRAFTED BY KENNETH J. NANNIN	I. ATTORNEY, 1815 S. Wolf Road, Suite D.	
	Hillside, Illinois 60162-	
	Recorder's office of N. aforesald, on the day of N. aforesald, on the day of N. aforesald, on the day of N. and recorded in Recorder. T. FINANCIAL SERVICES NAY PALOS SLOFFIES CHAPTERS NATURAL STATES, R. SANDERS NATURAL STATES SLOFFIES CHAPTERS NATURAL STATES SLOFFIES S	
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