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MORTGAGE (Individuals)

The Above Space For Recorder's Use Only

THIS INDENTURE Made July 8, 1986 between VICTORIA TIMONERA, MARRIED TO PRECIOSO TIMONERA herein (collectively) referred to as "First Party", and GARY-WHEATON BANK, an Illinois Banking Corporation, herein referred to as "Mortgagee", witnesseth:

First Party has executed an installment note bearing even date herewith in the Principal Sum of Forty Thousand and no/100ths Dollars, made payable to GARY-WHEATON BANK and delivered, in and by which said Note the First Party promises to pay said principal sum together with interest at the rate of 10.375% per annum in installments as follows:

(X) Interest from the date hereof at said rate shall be payable August 1, 1986; and

(X) Principal and interest at said rate shall be payable in consecutive monthly installments of \$ 439.07 each beginning with September 1, 1986 and continuing thereafter on the 1st day of each month to and including the first day of June, 1991

(X) On August 1, 1991, all of the remaining principal and accrued interest shall be due and payable.

All of said payments are payable at GARY-WHEATON BANK, 120 East Wesley, Wheaton, Illinois,

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Mortgagee, its successors and assigns, the following described property located in the County of Cook, State of Illinois:

\*\*Lot 23 in block 4 in J. E. White's First Diversey Park Addition a Subdivision of the West 1/2 of the South 30 acres of the West 1/2 of the North West 1/4 of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.\*\*

P.I.N. 13 28 125 033 0000

which has the address of 5518 West Diversey, Chicago (Street) (City) Illinois 60634 (State and Zip Code) (herein "Property Address");

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 First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a 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, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a 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 First Party or its successors or assigns shall be considered as constituting part of the real estate.

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

"In the event the Mortgagor conveys, sells, leases, grants possession, transfers or assigns the premises or any interest therein, either directly or indirectly including but not limited to the assignment of a beneficial interest, or contracts to do any of the foregoing, without the prior written consent of the Mortgagee, or violates any of the provisions of the Note, all terms and provisions of Note being incorporated herein by reference all sums due hereunder, both principal and interest, shall become immediately due and payable irrespective of the maturity date specified."

Handwritten notes on the left margin: 70 688-999 06

Watermark: Cook County Clerk's Office

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8. 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 First Party, its successors or assigns, 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. The court may also place the Mortgagee in possession. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

9. Mortgagee has no duty to examine the title, location, existence or condition of the premises, nor shall Mortgagee be obligated to record this mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in

case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. Mortgagee shall release and satisfy this mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this mortgage has been fully paid; and Mortgagee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Mortgagee the note representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry. Where the release is requested of the Mortgagee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party. Mortgagee is hereby empowered to charge a reasonable sum for the preparation of such release.

11. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 500.

~~XX~~  
~~XX~~  
~~XX~~

IN WITNESS WHEREOF, First Party has signed these presents the day and year first above written.

*Victoria Timonera*  
 \_\_\_\_\_  
 Victoria Timonera

*Precioso Timonera*  
 \_\_\_\_\_  
 Precioso Timonera, to waive  
 homestead rights

STATE OF ILLINOIS             )  
                       Cook                ) ss  
 COUNTY OF                    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 1996 by Victoria Timonera and Precioso Timonera

(SEAL)

*Lorena Smith*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: 2-28-90

This Instrument Prepared By:  
 and mail to Box 333 - 7 - (33)

Susan G. Ter Bush  
 Gary-Wheaton Bank  
 120 E. Wesley  
 Wheaton, Il.  
 60187

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FIRST PARTY AGREES THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to the holders of the notes; (4) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Mortgagee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party desires to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to effect renewal policies not less than ten days prior to the respective dates of expiration; then Mortgagee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, liens, and mortgages, discharge, compromise or settle any tax, lien or other prior lien or title or claim thereon, or redeem in any other sale or forfeiture aforesaid premises or contents of any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.
- \* 2% above Note Rate.
2. The Mortgagee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.
3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.
4. When the indebtedness hereby secured shall become due or 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

5. 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 incidental 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 and interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives, successors or assigns, as their rights may appear.
6. First Party will monthly pay to Mortgagee, in addition to the principal and interest payments required in said note, and in addition to other amounts herein provided, a sum equal to one-twelfth (1/12) of the annual premiums for insurance carried on the mortgaged property or otherwise required to be carried hereunder, together with one-twelfth (1/12) of the annual taxes and assessments on the mortgaged property, all as shall be estimated by Mortgagee, and also (1) that a leasehold mortgage (one-twelfth (1/12) of the annual rent and other payments required in said lease, The sums paid under this paragraph shall be held by Mortgagee, without interest, and shall be applied to the payment of the expenses, for which sums respectively were deposited, as and when said expenses shall become due and before the same shall become delinquent, upon the request of First Party for such payment and the presentation by First Party to Mortgagee of a bill covering such expense.
7. The loan secured hereby is made in reliance upon the ownership and management by First Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures, that are deemed part of the mortgaged land under local law, or to the extent permitted by the terms hereof, but expressly excluding from this Article any articles deemed chattels under local law, or if Article any articles deemed chattels under local law, or if First Party is a partnership or joint venture, or the present or future interest in the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the mortgage debt. [REDACTED]
8. If any articles deemed chattels under local law, or if First Party is an individual (or sole or joint proprietorship, partnership or joint venture), or in the event of any consensual junior or concurrent lien attaches to the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the mortgage debt. [REDACTED]
9. The loan secured hereby is made in reliance upon the ownership and management by First Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures, that are deemed part of the mortgaged land under local law, or to the extent permitted by the terms hereof, but expressly excluding from this Article any articles deemed chattels under local law, or if First Party is a partnership or joint venture, or the present or future interest in the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the mortgage debt. [REDACTED]
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11. The loan secured hereby is made in reliance upon the ownership and management by First Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures, that are deemed part of the mortgaged land under local law, or to the extent permitted by the terms hereof, but expressly excluding from this Article any articles deemed chattels under local law, or if First Party is a partnership or joint venture, or the present or future interest in the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the mortgage debt. [REDACTED]
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15. The loan secured hereby is made in reliance upon the ownership and management by First Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures, that are deemed part of the mortgaged land under local law, or to the extent permitted by the terms hereof, but expressly excluding from this Article any articles deemed chattels under local law, or if First Party is a partnership or joint venture, or the present or future interest in the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the mortgage debt. [REDACTED]

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