

# UNOFFICIAL COPY

## Mortgage

12.00

Dated this 7th day of November A. D. 19 87 Loan No.

THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED,

EFREN YANEZ and OFELIA YANEZ, his wife

of the City of Chicago County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

### Mutual Federal Savings and Loan Association of Chicago

a corporation organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook in the State of Illinois, to-wit:

Lots Ninety Six (96) and Ninety Seven (97) in Lombard's Subdivision of Block Fifty (50) in the Subdivision by the City of Chicago of Section Nineteen (19), Township Thirty Nine (39) North, Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1708-10 West 21st Street, Chicago, Illinois.

PERMANENT TAX NUMBERS: 17-19-420-044-0000 & #17-19420-045-0000

96 97  
H D O N

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter therein or thereon the furnishing of which by lessors or lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not), together with all easements and the rents, issues and profits of every name, nature and kind, if being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, including taxes and assessments, and second to the payment of any indebtedness then due and or incurred hereunder.

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a note and the performance of the obligations therein contained, executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the principal sum of

Forty Two Thousand and no/100----- Dollars (\$42,000.00

which is payable as provided in said note, and (2) any additional advances made by the Mortgagee to the Mortgagor, or his successors hereafter, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

Forty Two Thousand and no/100----- Dollars (\$42,000.00

such additional advances shall be evidenced by a Note or other agreement executed by the Mortgagor or his successors in title as being secured by this mortgage, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security.

#### A. THE MORTGAGOR COVENANTS

(1) To pay all taxes and assessments levied or assessed upon said property or any part thereof under any existing or future law in accordance with the terms of the Note of even date herewith; (2) To keep the improvements now or hereafter upon said premises insured against such hazards or liability, as the Mortgagee may require in such companies, and in such form as shall be approved by the Mortgagee. All such insurance policies shall contain no other mortgage clauses and the policies shall be retained by the Mortgagee until the loan is fully repaid; (3) In the event such insurance policies are cancelled for any reason whatsoever and no new insurance policies are presented to the mortgagee on or before the date of termination of the notice of cancellation, then the mortgagee shall have the right to declare the total indebtedness due and payable immediately and the Mortgagee shall have the right to commence foreclosure proceedings as provided in paragraph B5; (4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (5) To keep said premises in good condition and repair, without waste and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) Not to suffer or permit, without the written permission or consent of the Mortgagee, being first had and obtained, any use of said property for a purpose other than that for which the same is now used; (8) Any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, (c) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property; (8) The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

#### B. THE MORTGAGOR FURTHER COVENANTS

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on his behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage, and that he will immediately repay any monies paid or disbursed by the Mortgagee for any of the above purposes, and such monies shall be added to the unpaid balance of the aforesaid Note as of the first day of the then current month and become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by him; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder.

(2) That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage;

(3) That if the Mortgagor shall secure, and assign to said Mortgagee, disability insurance and life insurance in a company acceptable to said Mortgagee, and in a form acceptable to it, the Mortgagee has the right to advance the first annual premium for such insurance and add each such payment to the unpaid balance of the loan as of the first day of the then current month, and it shall become additional indebtedness secured by the Mortgagee.

(4) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may sue and time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(5) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in case of default in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized to impound the rents, issues and profits of said premises without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(6) That upon the commencement of any foreclosure proceeding hereunder, the Court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him; and without regard to the severance of the Mortgagee or the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver (who may be the Mortgagee or its agent) with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected may be applied before as well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the pro-

THIS INSTRUMENT WAS PREPARED BY  
ANTHONY L. LAPINSKAS, Attorney  
2212 W. Cermak Rd.  
Chicago, IL 60608

901189771-46-355DF

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UNOFFICIAL COPY

Box 17

Loan No. 2-8882-0

Mortgage

ERREN YANEZ and

OFELIA YANEZ, his wife

To

MUTUAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO  
2212 West Cermak Road  
Chicago, Illinois 60608  
All Phones: 847-7747

Recorder's Stamp:

OFFICIAL SEAL  
ANTHONY L. LAPINSKAS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES MAR. 16, 1991

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of home- stead. GIVEN under my hand and Notarial Seal, this 7th day of November, 1987.

THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

State of Illinois  
County of Cook

1987 NOV 17 AM 10:17  
615408

(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_  
OFELIA YANEZ  
ERREN YANEZ

IN WITNESS WHEREOF, We have hereunto set our hands and seals, the day and year first above written.

action and preservation of the property, including the expense of such recovery, or on any voluntary decree whether there be a decree therefor in person or not, and if a receiver shall be appointed he shall remain in possession until the ex- piration of the full period allowed by statute for redemption, whether there be redemption or not, and until the lapse of one year in case of sale, but if no deed be made, until expiration of the statutory period during which it may be leased, and no lease of said premises shall be made by the appointment of court in possession of or after the expiration of the statutory period. Any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 12 per annum which may be paid or incurred by or on behalf of Mortgages for attorney's fees, Mortgages for appraiser's fees, outlays for publication and costs (which may be permitted as to and include items to be expended for the entry of the court, publication and costs) and other expenses which shall be a party to the mortgage or the proceeds of the mortgage, whether herein or by law conferred, and may be enforced concurrently therewith, but no waiver by the Mortgagee of performance or any covenant hereof shall be a bar to the enforcement of the same or any other of the terms of said instrument, and the assignor shall include the principal, and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

(7) In case the mortgaged property or any part thereof is damaged, or destroyed by fire or any other cause, or taken by condemnation, then the Mortgagee is hereby empowered to receive any compensation which may be paid. Any monies so received shall be applied by the Mortgagee as it may elect, to the immediate redemption or payment in full of the indebtedness secured hereby, or to the repair and restoration of the property. The Mortgagee may make a charge not to exceed 2% of the amount of such disbursement.

(8) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, but no waiver by the Mortgagee of performance or any covenant hereof shall be a bar to the enforcement of the same or any other of the terms of said instrument, and the assignor shall include the principal, and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

November 12, 1987

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