

(Individual Form)

THE UNDERSIGNED,

Sonia Valencia, and Sara Guerrero, divorced and not remarried of village of Riverside, County of Cook, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

SOUTH CENTRAL BANK AND TRUST CO. OF CHICAGO

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

The East Half of Lot 302 in Block 4 in Second Division of Riverside in Section 36, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

15-56-401-019 M (180)

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor, to the order of the Mortgagee bearing even date herewith in the principal sum of

Thirty-Five Thousand and no/100-----Dollars

(\$ 35,000.00), which Note, together with interest thereon as therein provided, is payable

On March 23, 1987

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of Thirty-Five Thousand and no/100 Dollars (\$5,000.00), provided that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor; and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements in as good condition as upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid; (4) In case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause vesting title to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any trustee or fiduciary, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (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 make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair in value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease of agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items at the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement or new or additional note or notes may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagor of all not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation 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 contract;

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UNOFFICIAL COPY

MAIL TO SOUTHERN BANK 555 W. MOBILE ST. MOBILE, ALA. 36682

JAN - 7 - 87 4 0 1 4 0 6 7 3 0 1 2 1 9

Notary Public
day of December, 1986

GIVEN under my hand and Notarial Seal, this 23rd day of December, 1986, at the City of Mobile, Alabama, I, Notary Public, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as the same appears before me in person, and acknowledged that they are subscribed to the foregoing instrument, and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SONTA VALENCA, and Sara Guerrero, divorced and not remarried, personally known to me to be the same person as whose name is

STATE OF ALABAMA }
COUNTY OF MOBILE }
Sonta Valencia (SEAL)
Sara Guerrero (SEAL)
A.D. 19 86

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day

Any provision of this Mortgage which is unenforceable or in violation of public policy, or the inclusion of which would affect the validity of the Mortgage, shall be of no effect, and the remainder of this Mortgage shall remain in full force and effect, and the inclusion of this provision shall not affect the validity of the Mortgage.

1. That each right, power and remedy herein conferred upon a Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or otherwise, and may be exercised concurrently with any other right or remedy of the Mortgagee, and the Mortgagee shall have the right to enforce the same in any court of competent jurisdiction, and the Mortgagee shall have the right to enforce the same in any court of competent jurisdiction, and the Mortgagee shall have the right to enforce the same in any court of competent jurisdiction.

2. 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 Mortgagee, or at any time thereafter, order that the Mortgagee shall pay to the Mortgagee the amount of the principal and interest due and owing to the Mortgagee, and the Mortgagee shall be liable for the same, and the Mortgagee shall be liable for the same, and the Mortgagee shall be liable for the same.

3. That the Mortgagee may, at any time, either before or after sale, and without notice to the Mortgagee, order that the Mortgagee shall pay to the Mortgagee the amount of the principal and interest due and owing to the Mortgagee, and the Mortgagee shall be liable for the same, and the Mortgagee shall be liable for the same, and the Mortgagee shall be liable for the same.

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