

THIS INDENTURE, made October 10th, 1988, between Wilson Ramos Cortes and Minerva Ramos

2825 S. Troy Chicago Il. 60623
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Second City Construction
3006 W. Diversy, Chicago, Il 60647
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated October 10th, 1988 in the Amount Financed of Three Thousand One Hundred Seventy Nine And 64/100ths DOLLARS (\$ 3179.64), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgagors promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid in 1 Installments of \$ 264.97 each beginning 19 and a final installment of \$ 264.97 together with interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at each place as the holders of the contract may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at Second City Construction

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City Of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 11 In Subdivision Of The West 1/2 Of Block 17 And all of Block 19 in Superior Court Commissions Partition In West 1/2 of the South West 1/4 of Section 25, Township 39 North, Range 13 East of the third principal Meridian, in Cook County, Il.Linois.

P. I. N. # 16-25-308-011

Commonly known as: 2825 S. Troy

which, with the property hereinafter described, is referred to herein as the "premises."

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 Mortgagors 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Wilson Ramos Cortes and Minerva Ramos
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.
Witness the hand and seal, of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Wilson Ramos Cortes (Seal) Minerva Ramos (Seal)

Minerva Ramos (Seal)

88-585170 (Seal)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County



the State aforesaid DO HEREBY CERTIFY that Wilson Ramos Cortes and Minerva Ramos known to me to be the same person S whose name S subscribed to the foregoing instrument, before me this day in person, and acknowledged that T signed, sealed and delivered the said instrument as TC 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 official seal, this 10th day of October 1988
Commission expires 5-13 1989
Gary Martin Notary Public

88585170

DEPT. OF RECORDING
14222 N. PULASKI ST. CHICAGO, IL 60647
\$12.25
\$0.25 PER PAGE * 88-585470
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

129 Mail

UNOFFICIAL COPY

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements which may be damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and (3) insure the premises which may be damaged or be destroyed, (4) pay when due any indebtedness which may be secured by a lien on the premises, (5) not expressly subordinated to the lien hereof, (6) pay when due any indebtedness which may be secured by a lien on the premises, (7) not expressly subordinated to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such indebtedness, (8) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (9) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (10) make no material alterations to said premises, except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty due all general taxes and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall upon written request furnish to Mortgagee all records, receipts, and other documents which Mortgagee may desire to contest.

3. Mortgagors shall keep all buildings, equipment, furniture, fixtures and contents of the premises, including lighting and window blinds, in good condition and repair, and shall insure the same against fire, lightning and windstorm under policies providing for payment by the insurer of the full replacement cost of the property, or to pay in full the indeterminate loss secured by the policy, or to pay in full the amount of the loss payable in case of loss or damage. Mortgagors shall also insure the premises against theft, burglary, vandalism and other losses, and shall maintain such policies in force and effect until the date of expiration of such policies, and shall immediately notify Mortgagee of any such expiration of such policies.

4. In the event of any default on the part of the Mortgagors in any of the foregoing provisions, Mortgagee may, at its option, (1) pay the taxes and other charges against the premises when due, (2) pay the interest on the mortgage when due, (3) pay the principal of the mortgage when due, (4) pay the costs and expenses of this mortgage, (5) pay the costs and expenses of any suit or proceeding brought by Mortgagee, (6) pay the costs and expenses of any appraisal or valuation of the premises, (7) pay the costs and expenses of any insurance policy or policies maintained by Mortgagee, (8) pay the costs and expenses of any repairs, restorations or rebuilding of any buildings or improvements on the premises, (9) pay the costs and expenses of any other actions taken by Mortgagee, and (10) upon completion of any such actions, take title to the premises in its own name, or in the name of a trust or other entity created for the purpose of holding title to the premises, and in either event, Mortgagee shall have the right to sell, lease, convey, encumber, or otherwise dispose of the premises and the proceeds of any sale, lease, conveyance, encumbrance or other disposition of the premises, and shall retain the right to do so until the mortgage is paid in full.

5. Mortgagee shall have the right to enter upon the premises at any time for the purpose of inspecting the same, and for the purpose of enforcing the provisions of this mortgage, and for the purpose of making repairs, restorations or rebuilding of any buildings or improvements on the premises, and for the purpose of maintaining the premises in good condition and repair, and for the purpose of enforcing the provisions of this mortgage, and for the purpose of making any other actions necessary or proper for the purpose of enforcing the provisions of this mortgage.

6. Mortgagee shall have the right to sell, lease, convey, encumber, or otherwise dispose of the premises and the proceeds of any sale, lease, conveyance, encumbrance or other disposition of the premises, and shall retain the right to do so until the mortgage is paid in full.

7. Mortgagee shall have the right to pay the taxes and other charges against the premises when due, and to pay the interest on the mortgage when due, and to pay the principal of the mortgage when due, and to pay the costs and expenses of this mortgage, and to pay the costs and expenses of any suit or proceeding brought by Mortgagee, and to pay the costs and expenses of any appraisal or valuation of the premises, and to pay the costs and expenses of any insurance policy or policies maintained by Mortgagee, and to pay the costs and expenses of any repairs, restorations or rebuilding of any buildings or improvements on the premises, and to pay the costs and expenses of any other actions taken by Mortgagee, and to retain the right to do so until the mortgage is paid in full.

8. Mortgagee shall have the right to make repairs, restorations or rebuilding of any buildings or improvements on the premises, and to pay the costs and expenses of any such actions, and to retain the right to do so until the mortgage is paid in full.

9. Upon the completion of any such repairs, restorations or rebuilding of any buildings or improvements on the premises, Mortgagee shall have the right to take title to the premises in its own name, or in the name of a trust or other entity created for the purpose of holding title to the premises, and in either event, Mortgagee shall have the right to sell, lease, convey, encumber, or otherwise dispose of the premises and the proceeds of any sale, lease, conveyance, encumbrance or other disposition of the premises, and shall retain the right to do so until the mortgage is paid in full.

10. Mortgagee shall have the right to pay the taxes and other charges against the premises when due, and to pay the interest on the mortgage when due, and to pay the principal of the mortgage when due, and to pay the costs and expenses of this mortgage, and to pay the costs and expenses of any suit or proceeding brought by Mortgagee, and to pay the costs and expenses of any appraisal or valuation of the premises, and to pay the costs and expenses of any insurance policy or policies maintained by Mortgagee, and to pay the costs and expenses of any repairs, restorations or rebuilding of any buildings or improvements on the premises, and to pay the costs and expenses of any other actions taken by Mortgagee, and to retain the right to do so until the mortgage is paid in full.

11. Mortgagee shall have the right to make repairs, restorations or rebuilding of any buildings or improvements on the premises, and to pay the costs and expenses of any such actions, and to retain the right to do so until the mortgage is paid in full.

12. Mortgagee shall have the right to take title to the premises in its own name, or in the name of a trust or other entity created for the purpose of holding title to the premises, and in either event, Mortgagee shall have the right to sell, lease, convey, encumber, or otherwise dispose of the premises and the proceeds of any sale, lease, conveyance, encumbrance or other disposition of the premises, and shall retain the right to do so until the mortgage is paid in full.

13. Mortgagee shall have the right to pay the taxes and other charges against the premises when due, and to pay the interest on the mortgage when due, and to pay the principal of the mortgage when due, and to pay the costs and expenses of this mortgage, and to pay the costs and expenses of any suit or proceeding brought by Mortgagee, and to pay the costs and expenses of any appraisal or valuation of the premises, and to pay the costs and expenses of any insurance policy or policies maintained by Mortgagee, and to pay the costs and expenses of any repairs, restorations or rebuilding of any buildings or improvements on the premises, and to pay the costs and expenses of any other actions taken by Mortgagee, and to retain the right to do so until the mortgage is paid in full.

14. Mortgagee shall have the right to make repairs, restorations or rebuilding of any buildings or improvements on the premises, and to pay the costs and expenses of any such actions, and to retain the right to do so until the mortgage is paid in full.

15. Mortgagee shall have the right to take title to the premises in its own name, or in the name of a trust or other entity created for the purpose of holding title to the premises, and in either event, Mortgagee shall have the right to sell, lease, convey, encumber, or otherwise dispose of the premises and the proceeds of any sale, lease, conveyance, encumbrance or other disposition of the premises, and shall retain the right to do so until the mortgage is paid in full.

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby assigns and transfers to the undersigned all its interest in the above described premises, together with all its rights and claims in and to the same, to the undersigned, to have full power, sole authority and entire right to execute, amend, modify, assign, and otherwise dispose of the same in any and all respects as the undersigned may see fit, and to execute such documents as may be necessary or proper for the purpose of carrying out the above and to take any and all actions which may be necessary or proper for the purpose of enforcing the provisions of this mortgage, and to retain the right to do so until the mortgage is paid in full.

Date _____ Mortgagee _____

DELIVERY INSTRUCTIONS
NAME Second City Construction
ADDRESS 3006 W Diversey
CITY LOHICAGO, ILL 60647
OR

Signature: [Signature]
Name: MARTIN 3006 W Diversey City - ILL 60647
Date: 6-6-91

88585470