

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE  
(Prepare in Triplicate)

2006 19 4 88286194

**MORTGAGOR**  
(Names and Addresses)

**MORTGAGEE 88283475**

JESUS GALDERON 355-50-1911  
(Name) (Social Security No.)

GRICELA GALDERON 335-56-1816  
(Name) (HIS WIFE) (Social Security No.)

6630 S. California  
Street Address

CHICAGO, IL. 60629  
City

COMMERCIAL CREDIT LOANS, INC.

15957 S. HARLEM AVE.

TINLEY PARK, IL. 60477

OF COOK COUNTY, ILLINOIS  
(hereafter called "Mortgagor")

OF COOK COUNTY, ILLINOIS  
(hereafter called "Mortgagee")

First Pmt. Due Date	Final Pmt. Due Date	Loan Number	Date of Loan (Note & Mortgage)	Number of Monthly Payments	Amt. of Each Regular Pmt.	Amt. of Mortgage (Face Amt. of Loan)
7-29-88 Date Due Each Mo. 29	6/29/03	21185-4	5/24/88	180	196.25	14628.73

THIS MORTGAGE ALSO SECURES FUTURE ADVANCES AS PROVIDED HEREIN.

THIS INDENTURE, WITNESSETH, THAT the Mortgagor, above named, of the above named address in the County and State above indicated

Mortgage and Warrant to the Mortgagee named in print above, to secure the payment of one certain Promissory Note executed by JESUS GALDERON & GRICELA GALDERON (HIS WIFE) ("Borrowers"), bearing even date herewith, payable to the order of the Mortgagee named in print above, the following described real estate, to wit:

LOT 11 IN BLOCK 8 IN JOHN BAINS SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A/K/A: 6630 S. CALIFORNIA  
CHICAGO, IL. 60629

PIN: 19-24-131-026

THIS DOCUMENT IS BEING RE-RECORDED TO ADD 1-4 FAMILY RIDER ASSIGNMENT OF RENTS.

situated in the County above in the State indicated above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the state of Illinois, and all right to retain possession of said premises after any default or breach of any of the covenants or agreements herein contained.

The Mortgagor(s) covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment, or in accord with the terms of any subsequently executed notes, which shall be a continuation of the initial transaction and evidence the refinancing or advancing of additional sums of money to Mortgagee(s); (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is thereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause attached payable first, to any prior Mortgagee, if any, and, second, to the Mortgagee above named as their interests may appear, which policies shall be left and remain with the said Mortgagees until the indebtedness is fully paid; and to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable; and (6) that Mortgageor(s) shall not sell or transfer said premises or an interest therein, including through sale by installment contract, without Mortgagee's prior written consent; or, Mortgagee can, at Mortgagee's option, declare the entire principal amount and accrued interest due and payable at once; provided, however, that if Mortgageor(s) occupy or will occupy the property, certain sales and transfers, as outlined by The Federal Home Loan Bank Board at 12 C.F.R. Section 591.5; as amended, do not require Mortgagee's prior written consent.

In the event of failure so to insure, or pay taxes or assessments, or the prior encumbrances of the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Mortgageor(s) agree(s) to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Mortgagee hereby gives to Mortgagee the right to cancel part or all of that insurance and to apply any returned premiums to the unpaid balance, if not prohibited by law. If any insurance coverage is obtained at Mortgagee's office, upon Borrower's default, Borrower hereby gives Mortgagee a power of attorney to cancel part or all of that insurance and to apply any returned premiums to Borrower's unpaid balance. If Borrower purchases any credit and/or property insurance at Mortgagee's office, Borrower understands that (1) the insurance company may be affiliated with Mortgagee, (2) one of Mortgagee's employees, as an agent for the insurance company, (3) that employee is not acting as the agent, broker or fiduciary for Borrower on this loan and is the agent of the insurance company, and (4) Mortgagee or the insurance company may realize some benefit from the sale of that insurance.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach, at the rate of interest then prevailing under the above-described Promissory Note or the highest rate of interest provided by law, shall be recoverable by foreclosure thereof; or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgageor(s) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Mortgageor(s); and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness as such, may be a party, shall also be paid by the Mortgageor(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and costs of suit, including solicitor's fees have been paid. The Mortgageor(s) for said Mortgageor(s) and for the heirs, executors, administrators and assigns of said Mortgageor(s) waive(s) all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree(s) that upon the filing of any bill to foreclose this mortgage, the court in which such bill is filed, may at once and without notice to the said Mortgageor(s), or to any party claiming under said Mortgageor(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

Mortgagor warrants that Mortgagee seized of said premises in fee simple and has the right to convey the same in fee simple and said premises are free from any encumbrances other than:

TALMAN HOME

Mortgage Date Recorded in Book Page County

If in this mortgage the Mortgagor is or includes persons other than Borrower, then Borrower only is personally liable for payment of the promissory Note and Mortgagor is liable and bound by all other terms, conditions, covenants and agreements contained in this mortgage, including but not limited to the right of and power of Mortgagee to foreclose on this mortgage in the event of default.

Witness the hand S and seal S of the Mortgagor(s) this 24 day of JUNE A.D. 19 88

(SEAL)

(SEAL)

(SEAL)

(SEAL)

EQUITY TITLE COMPANY EC 100 737

88283475

88286194

# UNOFFICIAL COPY

STATE OF ILLINOIS

ss.

County of COOK

I, KATHLEEN M. SCHULTZ, NOTARY PUBLIC

in and for said County, in the

State aforesaid, DO HEREBY CERTIFY, That JESUS CALDERON & GRICELA CALDERON (HIS WIFE) foregoing

personally known to me to be same person S whose name S ARE subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that T he Y signed, sealed and delivered the said instrument as

THEIR free and voluntary act, for the uses and purposes therein set forth, including the release the waiver of the right of homestead.

GIVEN under my hand and NOTARIAL seal, this 24 day of JUNE A.D. 19 88

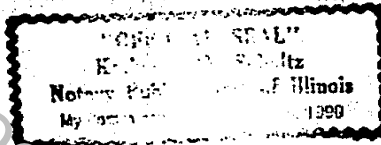
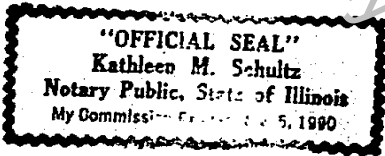
*Kathleen M. Schultz*  
Notary Public

This instrument was prepared by D. M. HUMENIK 15957 S. HARLEM AVE. TINLEY PARK, IL. 60477  
(Name) (Address)

ORIGINAL—RECORDING

DUPLICATE—OFFICE

TRIPPLICATE—CUSTOMER'S



DEPT-01 RECORDING \$12.25  
T#2222 TRAN 8288 06/28/88 09:59:00  
#9720 # B \* 88-283475  
COOK COUNTY RECORDER

RETURN TO  
COMMERCIAL CREDIT  
LOANS, INC.  
P. O. BOX 577  
TINLEY PARK, IL 60477

MAIL TO

88286194  
88283475

DEPT-01 RECORDING \$12.25  
T#1111 TRAN 7917 06/29/88 12:14:00  
#9510 # A \* 88-286194  
COOK COUNTY RECORDER

88283475

12 Mail 13 Mail

# UNOFFICIAL COPY

1-4 FAMILY RIDER  
Assignment of Rents 5, 5 | 9 4

THIS 1-4 FAMILY RIDER is made this .28 day of .JUNE..... 1988:....  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed  
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
... COMMERCIAL CREDIT LOANS, INC. .... (the "Lender")  
of the same date and covering the property described in the Security Instrument and located at:

6630 S. CALIFORNIA CHICAGO, IL. 60629

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

*Y.M. Calderon* ..... (Seal)  
Borrower

*Y.M. Calderon* ..... (Seal)  
Borrower

88286194

COMMERCIAL CREDIT LOANS, INC. Office

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Property of Cook County Clerk's Office

RETURN TO  
COMMERCIAL CREDIT  
LOANS, INC.  
P. O. BOX 377  
TIMLEY PARK, IL 60477

SECRET