

UNOFFICIAL COPY

(Individual Form)

01-43587-02

Loan No.

THE UNDERSIGNED.

CARMEN MELENDEZ, DIVORCED AND NOT SINCE REMARRIED and ANGEL M. ROSARIO, A BACHELOR

of CITY OF CHICAGO, County of COOK, State of ILLINOIS

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

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

88356152

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of

COOK-356152

in the State of ILLINOIS

to wit:

LOT 23, BLOCK 4 IN STORY & ALLEN'S ADDITION TO CHICAGO, A SUB-DIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PERMANENT INDEX #13-25-132-036

3022 W. DIVERSEY CHGO, IL

DEPT-01

\$13.00

TR4444 TRAN 1444 08/08/88 15:18:00

#5511 #10 X-88-356152

COOK COUNTY RECORDER

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, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon 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 led, 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 then due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, 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 tenets under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of SEVENTY-ONE THOUSAND TWO HUNDRED AND NO /100

Dollars \$ 71200.00

EIGHT HUNDRED NINE AND 26/100

Dollars \$ 809.26

commencing the

1ST

day of

AUGUST

1988

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

(b)

(2) any advances made by the Mortgagee to the Mortgagor, or its successors 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 in excess of said principal sum together with such additional advances, in a sum in excess of EIGHTY-FIVE THOUSAND FOUR HUNDRED FORTY AND NO /100 Dollars \$ 85440.00, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby, when advanced to protect the security of a mortgage 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, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such taxes extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter 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, or in case of foreclosure, until expiration of

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Property of Cook County Clerk's Office

89356152

Box 493

MORTGAGE

MELENDEZ, ROSARIO

to

CRAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
3022 W. DIVERSEY
CHICAGO, ILLINOIS 60647

Loan No. 01-43587-02

UNOFFICIAL COPY

statutory period during which it may be issued Mortgage shall however have the discretionary power at any time to vote to cause or to abandon possession of said premises without affecting the lien hereof Mortgage shall have all powers of an heir brought here had without this paragraph No suit shall be maintainable against Mortgage based upon acts or omission, relating to the subject matter of this paragraph unless commenced within sixty days after Mortgage's possession ceases

K 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 solvency of the Mortgagor or the then 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 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 or well as after the sale towards the payment of the indebtedness costs taxes insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership or as any deficiency decree whether there be a decree thereof in personam or not; and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption whether there be redemption or not; and until the issuance of deed in case of sale but if no deed be issued until the expiration of the statutory period during which it may be issued and no lease of said premises shall be validly by the appointment or entry in possession of a receiver but he may elect to terminate any lease runner to the lien hereof

L That each right power and remedy herein conferred upon the Mortgage is cumulative of every other right or remedy of the Mortgage, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires the masculine gender as used herein shall include the feminine and the neuter; and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee and that the powers herein mentioned may be exercised as often as occasion therefor arises

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 13TH

day of JUNE, A.D. 19 88

Carmen Melendez (SEAL) Angel M. Rosario (SEAL)
CARMEN MELENDEZ ANGE M. ROSARIO
_____(SEAL) _____(SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT CARMEN MELENDEZ, DIVORCED AND NOT SINCE REMARRIED AND ANGEL M. ROSARIO, A BACHELOR

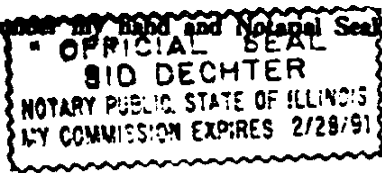
personally known to me to be the same person ^s whose name ^s are subscribed to the foregoing instrument.

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 all

rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 13TH day of JUNE, A.D. 19 88



[Signature]
Notary Public

MY COMMISSION EXPIRES _____

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS *1 mail to*

OF CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION,

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

60-1111-1-1111

1 All amounts, fees, taxes and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be...

2 In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all...

3 If any, shall be paid to the Mortgagee, and the purchase shall not be obliged to see to the application of the purchase money...

4 That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion, or a portion with any disbursements as to the date...

5 That in the event the ownership of said property or any part thereof is transferred to another person, the Mortgagee may, without notice to the Mortgagee...

6 That in the event the ownership of said property or any part thereof is transferred to another person, the Mortgagee may, without notice to the Mortgagee...

7 That in case of failure to perform any of the covenants herein, the Mortgagee may do on Mortgagee's behalf everything no covenantor, that said Mortgagee...

8 The mortgagee or her agent provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is...

9 In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this mortgage...

10 That the Mortgagee may, in its discretion, report and operate in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises...

* OR IF THE BORROWER CEASES TO OCCUPY THE PROPERTY AS HIS PRINCIPAL RESIDENCE

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