

10-21069

THIS INDENTURE, made 3rd Aug 1989 between Thomas Landeros, Victoria M. Landeros, his wife

3026 W. 53rd Pl Chicago IL 60632
(NO. AND STREET) (CITY) (STATE)

89588956

herein referred to as "Mortgagors," and The First State Bank
600 N. Lincoln St Lincolnwood IL
(NO. AND STREET) (CITY) (STATE)

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated 8-3 1989 in the Amount Financed of Sixty Nine Hundred

DOLLARS

6900.00 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 179 installments of 100.11 each beginning

1989 and a final installment of 100.11 together with interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place as the holder 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 600 N Lincoln St
Lincolnwood IL 60066

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 14 (except the west 41 Feet thereof) and the west 8 Feet of Lot 15 in Lot 14's subdivision of Lots 1 to 26 both inclusive in Block 2 of J.W. Stewart's Subdivision of the East 1/2 of the South 1/2 Acres of the West 1/2 of the Southwest 1/4 in Section 16, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois
Tax I. D # 19-12-317-034
Commonly known as: 3026 W 53rd Pl
Chicago, IL 60632

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 party 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: 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.

Thomas Landeros (Seal) Victoria M. Landeros (Seal)
Thomas Landeros Victoria M. Landeros

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

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

IMPRESS SEAL HERE

in the State aforesaid, DO HEREBY CERTIFY that Thomas Landeros, Victoria M. Landeros, his wife personally known to me to be the same person 5 whose name 5 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 homestead.

Given under my hand and official seal, this 3rd day of August 1989
Commission expires December 12 1992 Paul E. Brown Notary Public

89588956

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 now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract, (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default by Mortgagors or the holder of the contract may, but need not, make any payment, or perform any act or obligation imposed on Mortgagors in any and in manner deemed expedient, and may and need not, make full or partial payments of principal or interest on the contract and without notice to the Mortgagors, all in and to the satisfaction of the Mortgagee. The Mortgagee shall have the right to sell or otherwise dispose of the premises, with or without notice, to satisfy any tax lien or other prior lien or charge on the premises, and to receive the proceeds of any such sale or forfeiture, after the said premises or interest in them, any tax or assessment, all in and to the satisfaction of the Mortgagee. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys of any kind, shall be added to the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable, without notice, inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the contract hereby secured, in making any payment, or performing any act or obligation imposed on Mortgagors, according to any bill, statement or estimate presented from the appropriate public office without inquiry as to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim therefor.

6. Mortgagors shall pay all taxes, and all other taxes, and all other charges, and all other moneys of any kind, which may be assessed or levied against the premises, with or without notice to the Mortgagors, all in and to the satisfaction of the Mortgagee. The Mortgagee shall have the right to sell or otherwise dispose of the premises, with or without notice, to satisfy any tax lien or other prior lien or charge on the premises, and to receive the proceeds of any such sale or forfeiture, after the said premises or interest in them, any tax or assessment, all in and to the satisfaction of the Mortgagee. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys of any kind, shall be added to the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable, without notice, inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

7. When the indebtedness hereon becomes due whether by a certificate of maturity or otherwise, Mortgagee shall have the right to collect the same, interest thereon, and any other moneys of any kind, which may be assessed or levied against the premises, with or without notice to the Mortgagors, all in and to the satisfaction of the Mortgagee. The Mortgagee shall have the right to sell or otherwise dispose of the premises, with or without notice, to satisfy any tax lien or other prior lien or charge on the premises, and to receive the proceeds of any such sale or forfeiture, after the said premises or interest in them, any tax or assessment, all in and to the satisfaction of the Mortgagee. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys of any kind, shall be added to the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable, without notice, inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

8. The proceeds of any sale, or other disposition, of the premises, made by Mortgagee or the holder of the contract, shall be applied to the payment of the indebtedness hereon, interest thereon, and any other moneys of any kind, which may be assessed or levied against the premises, with or without notice to the Mortgagors, all in and to the satisfaction of the Mortgagee. The Mortgagee shall have the right to sell or otherwise dispose of the premises, with or without notice, to satisfy any tax lien or other prior lien or charge on the premises, and to receive the proceeds of any such sale or forfeiture, after the said premises or interest in them, any tax or assessment, all in and to the satisfaction of the Mortgagee. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys of any kind, shall be added to the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable, without notice, inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

9. Upon or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may, upon application of the Mortgagee, appoint a receiver to receive and collect the rents, issues and profits of the premises, and to apply the same to the payment of the indebtedness hereon, interest thereon, and any other moneys of any kind, which may be assessed or levied against the premises, with or without notice to the Mortgagors, all in and to the satisfaction of the Mortgagee. The Mortgagee shall have the right to sell or otherwise dispose of the premises, with or without notice, to satisfy any tax lien or other prior lien or charge on the premises, and to receive the proceeds of any such sale or forfeiture, after the said premises or interest in them, any tax or assessment, all in and to the satisfaction of the Mortgagee. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys of any kind, shall be added to the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable, without notice, inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

10. No action for the enforcement of the lien hereon provided herein shall be subject to any defense which may be asserted by the party interposing same as a defense to an action at law upon the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and to cause the same to be inspected for that purpose.

12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, to any person, the Mortgagee or the holder of the contract shall have the right, at his or her option, to declare all moneys due and payable under this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

ASSIGNMENT

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to:

Madison National Bank

89588956

Date: *9/22/89*

Mortgagee

The Law, Sheld Co

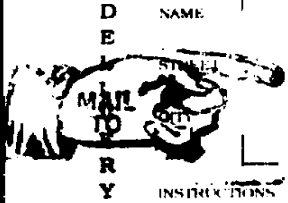
1200 E

By

Paul Shon

REC-110
#2095 #12 *--89-588956
COOK COUNTY RECORDER

89588956



MADISON NATIONAL BANK
9100 GOLF RD.
DES PLAINES, IL 60018

OR

FOR RECORDEES INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Paul Shon

This instrument was Prepared by

6600 N Lincoln Lincolnwood, Ill.

(Name)

(Address)