

10-8049

THIS INDENTURE, made November 14 1988, between

FELIPE LUNA AND AIDA LUNA  
LUNA  
949 W. 18<sup>TH</sup> ST CHICAGO ILLINOIS  
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and  
MADISON NATIONAL BANK  
9190 GOLF RD. NILES ILL. 60014  
(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 November 14 1988, in the Amount Financed of Twenty Three Thousand Five Hundred Twenty Eight AND 40/100 DOLLARS  
(23,528.40), 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 59 installments of 392.14 each beginning

1988 and a final installment of 392.14 1989, 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 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

MADISON NATIONAL BANK  
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 7 in Block 6 in Walsh and McPherson's  
Subdivision of the South Three Quarters of the  
Southeast 1/4 of Section 20, Township 39 North,  
Range 14, East of the Tenth Principal Meridian,  
in Cook County, Illinois

P. I. N. # 17-20-412-009

JAN 10 1989

Commonly known as 949 W. 18<sup>TH</sup> ST CHICAGO, ILL 60608

which, with the property hereinafter described, is referred to 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 in 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 Felipe Luna and Aida Luna  
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.

(Seal) Felipe Luna (Seal)  
FELIPE LUNA  
(Seal) Aida Luna (Seal)  
AIDA LUNA

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



in the State aforesaid, DO HEREBY CERTIFY that Felipe Luna and Aida Luna personally known to me to be the same person 5 whose name 5 subscribed to the foregoing instrument, before me this day in person, and acknowledged that 7 signed, sealed and delivered the said instrument as 7 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and official seal, this 14<sup>TH</sup> day of November 1988  
Commission expires 5-13 1989  
Gary Martin  
Notary Public

# UNOFFICIAL COPY

ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERENCED TO BE 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 be damaged or be destroyed; (2) keep said premises in good condition and repair without waste, and free from incumbrances or claims of any kind not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien on the premises subject to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such indebtedness; (4) promptly and in accordance with a reasonable time any building or buildings now or at any time in process of erection upon said premises, to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof to make necessary repairs to said premises so as to comply with the law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, utility charges, sewerage charges, and other charges against the premises when due, and shall give in written request to furnish Mortgagors with the bills and receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest all other taxes, special assessments or assessments which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements on the premises and hereafter situated thereon in good condition and repair, and shall insure the same against lightning and winds storm under policies providing for payment by the insurance companies of the excess of the actual loss over the amount retained the same or to pay in full the actual loss secured hereby, and in no event shall such insurance be for less than the full amount of the actual loss sustained. Mortgagors shall also insure the premises against fire and theft under policies providing for payment by the insurance companies of the full amount of the actual loss sustained. Mortgagors shall also insure the premises against fire and theft under policies providing for payment by the insurance companies of the full amount of the actual loss sustained.

4. In case of default hereon Mortgagors shall be liable for the full amount of the principal and interest due hereon, and shall be liable for all costs and charges of foreclosure, and for all other expenses incurred by the lender in connection with the enforcement of this mortgage, and for all other expenses incurred by the lender in connection with the enforcement of this mortgage.

Property of Cook County Clerk's Office

63012197

ASSIGNMENT  
FOR VALUABLE CONSIDERATION MADE BY  
Date \_\_\_\_\_

DELIVERY INSTRUCTIONS  
OR  
3009 W. DIVERSEY CHgo ILL.