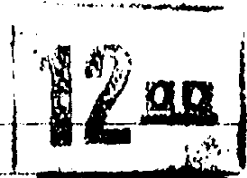


UNOFFICIAL COPY MORTGAGE



89162212

THIS INDENTURE WITNESSETH: That the undersigned Thomas S. Herrera and

Isabelle Herrera, his wife

of the City of Berwyn County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

WEST TOWN SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois, hereinafter

referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

LOTS 39 AND 40 IN BLOCK 8 IN ANDREWS AND PIPERS FIRST ADDITION TO BERWYN IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3425 South Clinton Avenue, Berwyn, Illinois 60402

16-31-133-009

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 APR 13 AM 10:36

89162212

This Instrument prepared by
CHRISTINE STRZELCZYK
4852 W. 30th Street, Cicero, IL

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected 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 otherwise and any other thing now or hereafter therein 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, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are 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.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith by the sum of Thirty-Two Thousand and No/100 Dollars (\$ 32,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of Three-Hundred Seventy-Three and 83/100 DOLLARS (\$ 373.83) on the FIRST day of each month, commencing with May, 1989 until the entire sum is paid.

"It is hereby agreed that should the Mortgagor sell, convey, transfer, dispose of, or further encumber said property, or any part thereof, the Mortgagee shall have the right, at its option, to declare all sums secured hereby to be immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transfers.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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Box

MORTGAGE

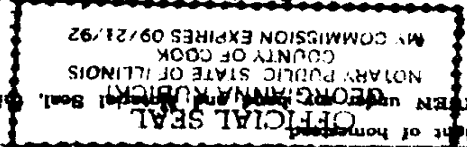
WEST TOWN SAVINGS & LOAN ASSN
4832 W. 30th STREET
CICERO, ILLINOIS 60650

Loan No. 3-002115-1

mail to
203
203

to

My Commission Expires September 21, 1992



I, Georgianna Kubicki, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Thomas S. Herrera and Isabella Herrera, his wife personally known to me to be the same person(s) whose name(s) (is) (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 of the right of homestead.

STATE OF ILLINOIS
COUNTY OF COOK
I, Georgianna Kubicki, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Thomas S. Herrera and Isabella Herrera, his wife personally known to me to be the same person(s) whose name(s) (is) (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 of the right of homestead.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 11th day of April, A. D. 1989.

THOMAS S. HERRERA (SEAL)
ISABELLA HERRERA (SEAL)

1. That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee will repay upon demand any money paid or disbursed by the Mortgagee for any of the above purposes and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become due and the entire amount of such money shall be paid to the Mortgagee together with interest thereon at the highest rate for which it is then lawful to contract; that the Mortgagee shall be obligated to advance money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any money for any purpose not to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder; (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under Section A(4) above, or for either purpose; (3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any of said property, then in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without notice, to apply immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises encumbered without offering the several parts separately; (4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagee, or any party claiming under him, 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 as well as after the Mortgagee's sale, toward 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 on any deficiency decree hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 13.50 per annum, either to be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary for the prosecution of such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which said amounts together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) proceedings for the commencement of any suit for the foreclosure of the right to foreclose, whether or not actually commenced; or (c) proceedings for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; in the event of a foreclosure sale of said premises there shall be paid out of the proceeds thereof all of the aforesaid items.

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