

# UNOFFICIAL COPY

FORM # 765-8.0

This instrument was prepared by:

Conrad J. Nagle, Attorney  
(Name)  
4501 West Belmont Avenue,  
(Address)  
Chicago, Illinois 60641

## MORTGAGE

89325801

THIS MORTGAGE is made this 14th day of July 1989 between the Mortgagor, THOMAS DELGADO AND JOVITA DELGADO, HIS WIFE, (herein "Borrower"), and the Mortgagee, COMMUNITY SAVINGS BANK, a corporation organized and existing under the laws of STATE OF ILLINOIS whose address is 4801 West Belmont Avenue - Chicago, Illinois 60641 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of FIVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 14th, 1989 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on August 1st, 1991.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

The South Fifty-Five (55) feet of the North One Hundred Forty-Five (145) feet of the East 124.40 feet of the North One Hundred Eighty (180) feet of Block Sixteen (16) in Oliver L. Watson's Five Acre Addition to Chicago, being a Subdivision of the South Half (S $\frac{1}{2}$ ) of the North West Quarter (NW $\frac{1}{4}$ ) of Section Twenty-Nine (29), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois;

Permanent Index Number: 13-29-121-036.

which has the address of 2846 E. Mulligan Avenue Chicago Illinois 60631 (herein "Property Address");  
State and Its Count

Together with all the improvements now or hereafter erected on the property, and all covenants, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water seeps, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereof, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold, state if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is un-encumbered, and that Borrower will warrant and defend goodly the title to the Property against all claims and demands, subject to any declarations, easements or restrictions noted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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RECORDED  
INDEXED  
MAY 10 1989  
CLERK OF COURT

(Spec. Del. This Line Reserved For Lender and Recorder)

Property of Cook County Clerk's Office

Given under my hand and official seal, this 14th day of July, 1989  
My Commission expires 10-28-89  
Notary Public

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that to the  
personally known to me to be the same person(s) whose name(s) is/are  
do hereby certify that THOMAS DELGADO AND JOVITA DELGADO, HIS WIFE,  
Denise S. Waterhouse, a Notary Public in and for said county and state,  
COOK County, State of Illinois.

Thomas Delgado  
Jovita Delgado

IN WITNESS WHEREOF, Borrower has executed this Mortgage.  
23. Waiver of Remedies. Borrower hereby waives all right of homestead exemption in the Property.  
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge  
to Borrower. Borrower shall pay all costs of recording, if any.  
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may  
make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage, which  
evidences by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the  
indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this  
Mortgage, exceed the original amount of the Note.  
20. Assignment of Right of Redemption. As additional security hereunder, Borrower  
hereby assigns to Lender the right of redemption of the Property, provided that Borrower shall, prior to acceleration under paragraph 18  
hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.  
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration  
of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be  
entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those  
past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the  
Property and collection of rents, including, but not limited to receiver's fees, premium on receiver's bonds and reasonable  
attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for  
those rents actually received.  
19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may  
make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage, which  
evidences by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the  
indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this  
Mortgage, exceed the original amount of the Note.  
18. Acceleration. If Borrower fails to pay any installment due under this Mortgage when due, or if Borrower  
violates any other covenant or agreement of Borrower contained in this Mortgage, or if Borrower pays all reasonable  
expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and if  
Borrower takes such action as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and  
(d) Borrower's obligation to pay the sums secured by this Mortgage shall continue uninterrupted. Upon such  
violation and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if  
no acceleration had occurred.  
17. Appointment of Receiver. Lender in Possession. As additional security hereunder, Borrower  
hereby assigns to Lender the right of redemption of the Property, provided that Borrower shall, prior to acceleration under paragraph 18  
hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.  
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration  
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attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for  
those rents actually received.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided in the earlier paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree on other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower's, if not operative to release, in any manner the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor in order to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of its demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, for a notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage contains uniform provisions for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 15 hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach, (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and cost of documentary evidence, abstracts and this report.

19. **Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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