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SC454414

Mortgage

(Individual Form)

Loan No. 347732-0 105

THE UNDERSIGNED,
MANUEL ACOSTA AND MARIA CARMEN ACOSTA, HIS WIFE AS JOINT TENANTS

of STONE PARK

, County of

COOK

, State of ILLINOIS

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

a corporation organized and existing under the laws of the State of Illinois
hereinafter referred to as the Mortgagee, the following real estate in the County of COOK
in the State of ILLINOIS , to-wit:

LOTS 32 AND 33 IN BLOCK 2 IN H.O. STONE AND COMPANY'S WORLD FAIR ADDITION
SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 15-04-101-033
PARCEL ALSO KNOWN AS: 1814 N. 39TH AVE. STONE PARK IL 60165

90464414
. 100% REFINED
. 1455500 TAN 1.0% M 2.0% 15
. 42548 1/2 E M 571-4644-24
CASH LOAN

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein including all apparatus, equipment, fixtures or articles, whether in single units or centrally connected, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing held or located thereon or therein, 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 dining room, 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 acknowledged, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subjoined to the rights of all mortgagees, lessors and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with all buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee, above for the uses herein set forth, free from all rights and benefits 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) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of
FIFTEEN THOUSAND NO CENTS----- Dollars

\$ 15,000.00

), which Note, together with interest thereon as therein provided, is payable in monthly installments of

Dollars

(\$ 237.25), commencing the

5

day of

NOVEMBER

. 19 90 .

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

(2) any advances made by the Mortgagee to the Mortgagor, or his successors in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgagee secure advance on account of said original Note together with such additional advances, in a sum in excess of **FIFTEEN THOUSAND NO CENTS----- Dollars (\$ 15,000.00)**, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance 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, and sewer service charges against said property (including taxes hereinafter due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items 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 other forms of insurance as the Mortgagee may require, including liability and automobile insurance, and to pay all premiums therefor for the full amount of value thereof, in such companies, through such agents, brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of months, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure, sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver of redemption, or new grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, to its full return, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary grants of loss, receipts, releases, and assignments required to be signed by the insurance company and the Mortgagee agrees to sign upon demand, all receipts, statements, and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness herein, or to disburse, but monthly payments shall continue until said indebtedness is paid in full; (4) To immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanism or other item in claim of fact not expressly subordinated to the indebtedness hereon, but to make, suffer or permit any waste, use of or any misuse to cause said premises to be diminished in value by any act or omission to act, to comply with all requirements of law with respect to mortgaged premises and the use hereof; (6) Not to make, suffer or permit, with out the written permission of the Mortgagee, heretofore had and obtained, to any use of the property for any purpose other than that for which it is now used; (7) Any extra costs of the improvements, appurtenances, fixtures or equipment now or hereafter upon said property; (8) Any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee a prorata portion of the current year taxes upon the determination of the tax and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items, which payment may at the option of the Mortgagee, (A) be held by it and commingled with other such funds or its own funds for the payment of such items, (B) be carried in a savings account and withdrawn by it to pay such items, or (C) be credited in the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon the obligation sum sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advances and shall be a part of said total indebtedness under all of the terms of said note and this contract as fully as if a new note and contract were calculated and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so covenanted, that said Mortgagee may also do any and every other measure to protect the lien herein, that Mortgagee will repay upon demand any money paid or disbursed by Mortgagee for any of the above purposes and such amounts together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the funds or proceeds of sale of said premises if and otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any tax, assessment or claim or advertising money as above mentioned, but nothing herein contained shall be construed as requiring the Mortgagee to defend any actions for any purpose not to its own best knowledge, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

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H. That the Mortgagor may employ counsel for advice or other legal services at the Mortgagor's discretion to prosecute with any diligence so to the best knowledge or the facts of the Mortgagor, or any expenses to which the Mortgagor may be liable as a party or witness in respect of this loan or which may affect the title to the property securing the indebtedness hereby incurred or which may affect said date or term and the instruments attorney fees and expenses to be added to and to be a part of the debt hereby incurred. Any costs and expenses reasonably incurred in the prosecution of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation concerning said date or term, resulting from the interpretation of the instruments herein contained, shall be added to and to be a part of the debt hereby incurred. All such costs and expenses shall be payable to the Lender by the Mortgagor on demand, and if not paid shall be added to the sum due or [herein] as a part of the principal debt and interest accrued at the rate of interest herein agreed upon, or if no such rate is specified, at the rate of interest for the time being of a first class bank in the city of New York, plus one-half per centum of the principal amount of all the other demands, when the entire indebtedness, whether due and payable by the mortgagor or not, and the expenses thereto up to the time of such rate, and the amount, if any, shall be paid at the Mortgagor, and the mortgagor shall not be relieved of any liability for the payment of the preceding amount.

I In case the mortgaged property or any part thereof, shall be taken by attachment, the Mortgagor is hereby compelled to defend and protect all claimants which may be sued for any property taken or the damage to any property and taxes and all costs and expenses of attorney and receiver shall be forthwith paid by the Mortgagor as it may incur, to the attachment attachment of the judgment accrued before, at or after the repair and restoration of any property so damaged, provided that no cause for the removal of the attachment shall be delivered to the Mortgagor as its attorney.

K. The upon the commencement of any franchise proceeding before the court at which such bill is filed may of the court, either before or after trial and without notice to the Mortgagor, or any party claiming under him, and without regard to the maturity of the instrument or the then value of said property, or whether the same shall be occupied by the owner of the equity of redemption as a lessee, and, against a receiver who shall go to storage and collect and to collect the rents, issues and profits of said premises during the continuance of such receivership and the customary portion of compensation, and any other issues and profits, when collected, may be applied both as well as after the sale, towards the payment of the compensation, costs, taxes, expenses of collection necessary for the protection and preservation of his property, including the expenses of such receivership, or of any subsequent receiver, and for the collection thereafter in personation or sale, and of a receiver, and be apprehended by the sheriff or any other officer or agent of the court appointed to execute for the payment of the same, and of all other expenses of collection or costs of sale, and of any fees of the receiver, and also the amount of any sum so received during which it may be necessary and no less of said property shall be satisfied by the apprehension or entry or garnishment of a receiver that he may claim

L. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether single or by law conferred, and may be exercised concurrently therewith, and not so far as the Mortgagee of particular items of any chattel may have or be entitled to, than shall be construed to thereby affect the right of the Mortgagor to require or enforce performance of the same or any other of said chattels, that wherever the context hereof requires, the mortgagor's power as a creditor, shall include the creditors and the owner and the original owner, as well 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 in the offices of the Mortgagor, and that the powers herein mentioned may be exercised at either or necessarily thereafter arises.

IN WITNESS WHEREOF, this mortgage is executed, signed and delivered this 20th

day of SEP . A.D. 19 90
Frank G. Cook (SEAL)
John Denney West (SEAL)

**STATE OF ILLINOIS
COUNTY OF COOK**

and for said County, in the State aforesaid, DO HEREBY CERTIFY

2020 International, a Player Profile by

appeared before me this day in person, and acknowledged that THEY

subscribed to the foregoing instrument.

rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 20

day of SEP

. A.D. 1980

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"OFFICIAL SEAL"
Roberto Carvajal
Notary Public, State of Minnesota
My Commission Expires 6/20/93