

THIS INSTRUMENT WITNESSETH THAT CARLOS GARCIA JR. AND DEBORAH GARCIA HIS WIFE AS JOINT TENANTS

(hereinafter called the "Mortgagor"), of 2950 W. EASTWOOD CHICAGO, IL 60625

for valuable consideration the receipt of which is hereby acknowledged. CONVEY AND WARRANT to FORD MOTOR CREDIT COMPANY (1305 REMINGTON ROAD SUITE J SCHMIDT, IL 60173

hereinafter called the "Mortgagee", and to its successors and assigns the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of COOK and State of Illinois to wit:

Above Space for Recorder's Use Only

LOT 18 IN BLOCK 42 IN RAVENSWOOD MANOR, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 13-13-109-015

(hereinafter called the "Premises") COMMONLY KNOWN AS: 2950 W. EASTWOOD CHICAGO, IL 60615. Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. Subject to the lien of ad valorem taxes for the current tax year and a mortgage in favor of NORTHWEST FEDERAL SAVINGS. IN WITNESS wherefore, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Mortgagor is justly indebted to Mortgagee in the amount of 60,953.02 Dollars (hereinafter called the "Indebtedness") as evidenced by a promissory note of even date herewith (hereinafter called the "Note")

THIS LOAN IS PAYABLE IN 130 INSTALLMENTS. THE FIRST PAYMENT OF 822.00 IS DUE 1/7/91. 179 REMAINING PAYMENTS OF 822.00 EACH ARE DUE ON THE SAME DAY EACH SUCCEEDING MONTH. THE FINAL PAYMENT IS DUE 12/7/2005.

9510

DEPT-01 RECORDING \$13.25
151111 TRAN 2095 12/04/90 12:07:00
3421 # A *-90-588510
COOK COUNTY RECORDER

THE MORTGAGEOR covenants and agrees as follows: (1) to pay the Indebtedness, as herein and in the Note provided, or according to any agreement extending time of payment, (2) to pay when due in each year, all taxes and assessments against the Premises, and on demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on the Premises that may have been destroyed or damaged, (4) that waste to the Premises shall not be committed or suffered, (5) to keep all buildings now or at any time on the Premises insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance in companies acceptable to the notice of the first mortgage indebtedness, with loss clause attached payable first to the first trustee or mortgagee, and second to the Trustee herein as their interests may appear which policies shall be left and remain with the said first mortgagee or trustee until the indebtedness is fully paid, (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or of prior incumbrances or the interest thereon when due, the Mortgagee or the holder of the Note may procure such insurance, or pay such taxes or assessments, or discharge or purchase any such lien or title affecting the Premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Mortgagee or the holder immediately without demand, and the same with interest thereon from the date of payment at the lesser of the rate specified in the Note or the maximum rate permitted by law, shall be so much additional Indebtedness secured hereby.

IN THE EVENT of breach of any of the covenants and agreements, the whole of the Indebtedness evidenced by the Note, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and all interest thereon from time of such breach at the lesser of the rate specified in the Note or the maximum rate permitted by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of the Indebtedness evidenced by the Note has then matured by express terms.

ALL EXPENSES and expenses hereinafter called the "Expenses" incurred by the Mortgagee in connection with (a) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure, whether or not actually commenced, (b) any proceeding, including probate and bankruptcy proceedings, in which either Mortgagee or Mortgagee shall be a party either as plaintiff, claimant or defendant, by reason of the Second Mortgage or the Indebtedness hereby secured, or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises, or the security hereof, whether or not actually commenced shall become so much additional Indebtedness secured hereby and shall become immediately due and payable, with interest thereon at the lesser of the rate specified in the Note or the maximum rate permitted by law. The term "Expenses" as used herein shall include, without limitation, reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as items to be expended after entry of a decree of foreclosure or pending all such abstracts of title, title searches and examinations and the insurance policies as the Mortgagee may deem reasonably necessary either to prosecute a suit for foreclosure or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All the Expenses shall be an additional lien upon the Premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all the Expenses have been paid. The Mortgagee for the Mortgagee and for the heirs, executors, administrators and assigns of the Mortgagee waives all right to the possession of, and income from, the Premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Second Mortgage, the court in which such complaint is filed, may at once and without notice to the Mortgagee, or to any party claiming under the Mortgagee, appoint a receiver to take possession or charge of the Premises with power to collect the rents, issues and profits of the Premises.

The name of a record owner is CARLOS GARCIA JR. AND DEBORAH GARCIA, HIS WIFE AS JOINT TENANTS

And when all of the aforesaid covenants and agreements are performed, the Mortgagee or its successors or assigns shall release said premises to the party entitled, on receiving his reasonable charge

Witness the hand S. and seal S. of the Mortgagor this 3RD day of DECEMBER 19 90

Carlos Garcia Jr. (SEAL)
CARLOS GARCIA JR.

Deborah Garcia (SEAL)
DEBORAH GARCIA

Please print or type names below signature(s)

This instrument was prepared by D. FRIEL 221 N. LASALLE CHICAGO, IL 60601

(NAME AND ADDRESS)

Enclosed with 0-217

90588510


UNOFFICIAL COPY

STATE OF IL
COUNTY OF COOK } ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CARLOS GARCIA JR. AND DEBORAH GARCIA, HIS WIFE

personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument THEIR as 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 December 1990

Impress Seal Here:  Debbie M. March
Notary Public

Commission Expires 1/5/91

Property of Cook County Clerk's Office



BOX No. _____
SECOND MORTGAGE **90588510**

TO
FROM TO
Fred Motte
135 Fenington Rd
Suite J
Schuamburg, IL 60173