| CAUTION: Consult a lawyer before using or acting under this form. All warrantes, including merchanishiny and fitness, are excluded. | 90029978 |
|--|---|
| october 25, 89 | |
| VICENTE PALMERIN and GLADYS PALMERIN. | DEFT-01 RECORDING \$13.2 - 745333 TRAN 6773 01/19/90 10:03:00 |
| HIS WIFE. 1702 W. Banry, Chicago, Illinois, 60657 | . \$1157 \$ C #-90-029978 . COOK COUNTY RECORDER |
| (NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and JONATHAN' SANCHEZ, | |
| 722 West Diversey, Chicago, Illinois, 60614 | 90020978 |
| herein referred to as "Mortgagee," witnesseth: | Above Space For Recorder's Use Only |
| THAT WHERE As the Mortgagors are justly indebted to the Mortgagee upon the ins | TITLE DOLLARS |
| (\$ 5,000,00), payable to the order of and delivered to the Mortgages, in and sum and interest at the rate and installments as provided in said note, with a final payment o XX X XXIVAN XIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | n the bulance dua міжкіх X X X жіў й _10/25/90, Міжній кій кій кій кій кій кій кій кій кій к |
| NOW, THEREFORE, the Mortgap or to secure the payment of the said principal sum of and limitations of this mortgage, and the reformance of the covenants and agreements here consideration of the sum of One Dollar io and paid, the receipt whereof is hereby acknowledge Mortgagee, and the Mortgagee's successors and arigns, the following described Real Estate and and being in the, COUNTY OF | money and said interest in accordance with the terms, provisions ein contained, by the Morigagurs to be performed, and also in ed, do by these presents CONVEY AND WARRANT unto the adult of their estate, right, title and interest therein, situate, lying AND STATE OF ILLINOIS, to wit: |
| Lot 116 in Eugene Prussing's Addition to Lake | View, being a subdivision. |
| of the North 1/2 (except the Eist 7 acres) of | the Northeast 1/4 of the h, Range 14 East of the |
| Northeast 1/4 of Section 30, Township 40 North | h, Range 14 East of the |
| 3rd Principal Meridian, in Cook County. Illino | T Care and |
| 4/2 | |
| | |
| | C |
| which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances to long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas single units or centrally controlled), and ventilation, including (without restricting the foregoing coverings, inador beds, awnings, stoves and water treaters. All of the foregoing are declared to toor not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's succeptered in the considered as constituting and the model of the formal control of the Homestead Exempt | /) |
| the Mortgagors do hereby expressly release and waive. The name of a record owner is: | |
| This mortgage consists of two pages. The covenants, conditions and provisions appearing herein by reference and are a part hereof and shall be binding on Mortgagors, their helps, succe Witness the hand and sonly of Morjgagors the day and year first above written. | essors and assigns. |
| PLEASE PRINT OR Vicente Palmerin (Scal) | (Scol) |
| TYPE NAME(S) BELOW SIGNATURE(S) Gladys Palmerin (Scal) | (Scal) |
| State of Illinois, County of COOK St., Vice | n te and Gladys Palmer in and for said County |
| in the state diotestic, DO HEREBY CERTIFY that | S S NO subscibility and the last |
| MPRESSILES TO THE personally known to me to be the same person S_ whose name series before me this day in person, and acknowledged that the same person S_ whose name series before me this day in person, and acknowledged that the same series before me this day in person, and acknowledged that the same series before me this day in person, and acknowledged that the same series before me this day in person, and acknowledged that the same series before me this day in person, and acknowledged that the same person S_ whose name series before me this day in person, and acknowledged that the same person S_ whose name series before me this day in person, and acknowledged that the same person S_ whose name series before me this day in person, and acknowledged that the same person S_ whose name series before me this day in person, and acknowledged that the same person S_ whose name series before me this day in person, and acknowledged that the same person S_ whose name series before me this day in person, and acknowledged that the same series before me this day in person, and acknowledged that the same series before me this day in person se | no 5 2 2 no nubscribed to the Judgoing instrument, the y signed, scaled and delivered the initial instrument as |
| Commission Expires Mar. 6, 139 h par free and valuatory act, for the uses and purpo Tight of homestead. | noses therein set forth meligible religiously with or he |

(CITY)

Herbert G.

Given under my hand and official seal, this Commission expires March 6

OR RECORDER'S OFFICE BOX NO.

This instrument was prepared by Herbert G.

Commission expires .

Mail this instrument to

(ZIP CODE)

60647

Chicago, Illinois

(STATE)

ne 3224 West (NAME AND ADDRESS) 3224 W. North (NAME AND ADDRESS)

Deyne

Deyne,

THE COVENANTS, CONDITIONS AND PROVISION RELEIGHED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any buildings or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of inxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagers, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagers to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time is the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor, shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided. In said note,
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorn under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing he ame or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver releval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mor ga see may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedie it, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, commonise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premies or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereaf, she'' be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest the con at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruint to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby au norized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office with net inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgage, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, brooms due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to forcelose the lien hereof. In any suit to forcelose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for altorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title n. Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had purent to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this par grap mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at he highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate an' bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the forcelosure hereof after accrual of such right to forcelose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof. security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the funwing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as it mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the not; for th, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without, regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such activer shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a demandary during the full statutory period of redemption, whether there be redemption or not, as well as during any tarther times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superfor to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of takes any assessments on the premises. No such deposit shall bear any interest.

 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter, liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the firm and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee names harein and the indeer or holders, from time to time, of the note secured hereby.

MAIL TO 14. DEYNE WORTH AUG 2224 W NORTH AUG CITI CACO, ILL, COCHT