

(Individual Form)

Loan No.

THE UNDERSIGNED,

Rogelio Montenegro and Maria Elena De Montenegro, his wife, as joint tenants.

of City of Chicago, County of Cook, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to
SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the **United States of America**
hereinafter referred to as the Mortgagee, the following real estate in the County of Cook
in the State of **Illinois**, to-wit:

PIN: 17-06-204-024

ADDRESS: 1632 W. Pierce, Chicago Ill. 60622

LOT 40 IN BLOCK 1 IN MC REYNOLDS SUBDIVISION OF THE EAST 1/2 OF THE
NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13.00

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 simple units or combined, and to supply heat, gas, air conditioning, water, light, power, telephone, ventilation or other services, and any other thing now or hereafter therein or thereto, the fastening of which by lessee, to lessor, is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door bids, screens, street and water heating, all of which are intended to be and are hereby dedicated 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, and franchises which are hereby pledged, assigned, transferred and taken over unto the Mortgagee, whether known or hereafter to become due or provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, liens, liens 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 Mortgagor forever, for the uses herein set forth, free from all rights and benefits above the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor 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 **Twenty three thousand six hundred and twenty three dollars & 08/100** Dollars

or **23,623.08** Dollars, together with interest thereon as herein provided, is payable in monthly installments of

Three hundred and fifty six dollars & 21/100 Dollars, on the **1st** day of **April**, in **1990**,

when 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 successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall the Mortgagee secure advances on account of said original Note together with such additional advances, if any, sum in excess of **Dollars (\$)**, 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 *calculated monthly* attached thereto all taxes, special taxes, special assessments, water charges, and sewer service charges upon said property (including those *hereinafter due*), and to furnish the Mortgagee, upon request, duplicate receipts therefor, and all such items expended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon and premises insured against damage by fire, and such other hazards as the Mortgagee may require, and said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the holder of the certificate of sale, owner of any deficiency, any trustee of redemption, or any trustee in default pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases, and disbursements required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, 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 hereby secured in its discretion, but all payments shall remain valid and indebtedness unpaid in full; (4) 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 Mortgagor elects to apply on the indebtedness so created 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 mechanic's or other lien or claim of claim not expressly subordinated to the lien herein; (6) Not to make, suffer or permit any unlawful use of or any misuse to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and its use hereof; (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it was used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. To cause to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing the indebtedness, and other insurance required or as agreed, I promise to pay to the Mortgagee, a prorata portion of the current year taxes upon the disbursement of the loan 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 to pay, 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 kept in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon the obligation sum sufficient to pay such 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 sums 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 advance, and shall be a part of said note indebtedness, under all of the terms of said note and this contract as fully as if a new such note and contract were executed 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. In the event of failure to perform any of the covenants herein, Mortgagor may do on Mortgagee's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any money paid or disbursed by Mortgagee for any of the above purposes and such money together with interest thereon at the highest rate for which it then lawful 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 rents or proceeds of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any money for any purpose nor to do any act hereunder, 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 Mortgagor 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.

UNOFFICIAL COPY

BOA

THIS INSTRUMENT WAS PREPARED BY:

NOTARY PUBLIC, STATE OF ILLINOIS
BERTRAM M. FANNIKEL
"OFFICIAL SEAL"

Notary Public

GIVEN under my hand and Notarial Seal, this 28th day of February, 1990.

IN WITNESS WHEREOF, I, THE UNDERSIGNED, A Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT ROGELIO Montenegro and Martha Elena
per sonally known to me to be the same person whose name
appended before me this day in person, and acknowledge that they
have and voluntary act, for the uses and purposes herein set forth, including the release and waiver of all
rights under any homestead, exemption and valuation laws.

STATE OF LAKKE COUNTY
IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 28th day of February, 1990.

ROBERTO Montenegro (SEAL)
Martha Elena De Benedictis (SEAL)

(SEAL)

(SEAL)

, A.D. 19 90

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