

UNOFFICIAL COPY

MAR 5 1990
MORTGAGE

00100120

On the 26TH day of JANUARY, 19 90, FRANCISCO PINEDA
AND FERNANDO LOPEZ
who live(s) at 1903 NORTH KILDARE CHICAGO, ILLINOIS 60639
(the "Property Owner") MORTGAGES and WARRANTS to First Credit Corporation ("FCC"), whose principal place of business is at 570 LAKE COOK ROAD, DEERFIELD, ILLINOIS 60015, all of the land, buildings, and other improvements now or in the future owned by the Property Owner and located at 1903 NORTH KILDARE CHICAGO, ILLINOIS 60639 in COOK County in Illinois (the "mortgaged property"), the legal description of which is as follows:

LOT 30 IN BLOCK 3 IN GARFIELD, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 307 FEET OF THE NORTH 631.75 FEET AND THE WEST 333 FEET OF THE SOUTH 1295 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

Commonly known as: 1903 N KILDARE
P.I.N. Number(s): 13-34-4012-0125

The Property Owner MORTGAGES and WARRANTS the mortgaged property to FCC to provide security for a debt owing under a Retail Installment Contract (the "Contract") dated 1-26, 19 90, between FRANCISCO PINEDA AND FERNANDO LOPEZ as Buyer and PROFESSIONAL BUILDERS OF CHICAGO as Contractor/Seller which Contract has been or is to be assigned to FCC. The debt owing under the Contract is \$ 4,915.00 (referred to in the Contract as the "Amount Financed") and is payable, together with a FINANCE CHARGE (as defined in the Contract) calculated at the interest rate specified in the Contract, in consecutive monthly installments of \$ 132.09 each, commencing approximately 30 days from the date of completion of

the improvements described in the Contract, with the full debt, if not paid earlier, due 60 months after the due date of the first payment due under said Contract. The Contract also provides for late charges, however, in no event shall the total aggregate indebtedness secured by this mortgage exceed an amount equal to twice the debt owing under the Contract.

The Property Owner also agrees to the following terms:

1. PROPERTY SUBJECT TO MORTGAGE: The Property Owner subjects the mortgaged property to payment of the debt due under the Contract
2. INSURANCE: The Property Owner will maintain insurance against fire and other hazards on the mortgaged property for the benefit of FCC, will pay the premiums for the insurance and will transfer to FCC all proceeds of such insurance to the extent of the unpaid debt secured by this mortgage
3. TAXES AND ASSESSMENTS: The Property Owner will pay, on time, all taxes, assessments, and sewer, water or other charges on the mortgaged property
4. OTHER MORTGAGES: The Property Owner will pay, on time, all installments of principal and interest on any other mortgage on the mortgaged property, and will not violate any other term of any other mortgage.
5. RECEIPTS, FAILURE TO MAKE CERTAIN PAYMENTS: Upon FCC's written request, the Property Owner shall furnish to FCC duplicate receipts for payments required by paragraphs 2, 3 and 4 above. If the Property Owner fails to make any payment required by paragraphs 2, 3 or 4 above, FCC may make the payment. If FCC makes any such payment, the amount of such payment will be added to the debt secured by this mortgage and will be a debt of the Property Owner, payable on FCC's demand, with interest equal to the maximum rate permitted by law.
6. NO ALTERATION OF MORTGAGED PROPERTY: The Property Owner will not alter, demolish or remove any part of the mortgaged property without FCC's permission. The Property Owner will keep the mortgaged property in good repair and condition.
7. IMMEDIATE PAYMENT UPON DEFAULT: If any installment due under the Contract is not paid with 30 days after its due date or if any other "default" as defined in the Contract occurs, or if any term of this mortgage is violated, FCC may demand the immediate payment of the entire debt due under the Contract and this mortgage. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.
8. DEBT DUE ON SALE: FCC may, at its option, also demand immediate payment of the entire debt due under the Contract and this mortgage upon any sale or transfer of the mortgaged property or upon any assignment or pledge of the beneficial interest in or power of direction over any land trust holding title to the mortgaged property. Upon payment in full after any such demand, a refund of the unearned portion of the FINANCE CHARGE and any insurance charges may be due as described in the Contract.
9. RIGHT OF ACCESS: After a default, or if FCC reasonably believes a default has been committed under this mortgage or the Contract, FCC, in addition to its other remedies, may enter the mortgaged property for the purposes of inspection
10. DEMAND IN PERSON OR BY MAIL: Demand for payment may be made in person or by mail.
11. SALE AS SINGLE PROPERTY RECEIVER UPON FORECLOSURE: In case of foreclosure, a receiver of the mortgaged property may be appointed, and the mortgaged property may be sold in its entirety. FCC may be appointed as such receiver.
12. ASSIGNMENT OF RENTS: To further secure the indebtedness, Property Owner does hereby assign and transfer unto FCC all the rents, issues and profits now due and which hereafter may become due under or by virtue of any lease, whether written, oral or any letting of, or of any agreement for the use or occupancy of the Property or any part thereof which may have been heretofore or may be hereafter made or agreed to, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements unto FCC, and Property Owner does hereby appoint irrevocably FCC its true and lawful attorney (with or without taking possession of the Property) to rent, lease or let all or any portion of the Property to any party at such rental and upon such terms as FCC shall, in its discretion determine, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due.
13. LIENS ON PROPERTY: The Property Owner will not allow any mechanics', materialmen's, workmen's, judgment or tax lien to attach to the mortgaged property.
14. STATEMENTS BY PROPERTY OWNER: The Property Owner is the sole owner of the mortgaged property. Should it be necessary for the Property Owner to execute any additional papers to make this mortgage fully effective, the Property Owner will sign such papers.
15. FUTURE OWNERS: This mortgage shall be binding upon the Property Owner, his, her or their heirs and personal representatives, and all persons who subsequently acquire any interest in the mortgaged property.
16. TRANSFER OF MORTGAGE: FCC may transfer its interest in this mortgage. Any subsequent holder of FCC's interest in this mortgage will have all the rights FCC would have if FCC were still the holder, including the right to transfer.
17. WAIVER OF HOMESTEAD: The Property Owner releases and waives all right of homestead exemption in the mortgaged property.
18. GOVERNING LAW: This instrument shall be governed by the law of Illinois.
19. FORECLOSURE: If the debt secured by this mortgage becomes due, whether by acceleration or otherwise, FCC has the right to foreclose its lien, and in any such foreclosure suit there shall be allowed as additional indebtedness in the decree for sale all expenditures which may be incurred on behalf of FCC for reasonable attorneys' fees and other costs. The proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all expenses incident to the foreclosure proceedings, second, all other items which under this mortgage constitute secured indebtedness additional to that evidenced by the Contract, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the Contract, and fourth, any overplus to the Property Owner.
20. LEGAL DESCRIPTION AUTHORIZATION: The Property Owner hereby authorizes FCC to determine the legal description of the mortgaged property and enter it on this mortgage.

I (We) acknowledge that I (we) have received a copy of this mortgage:

This mortgage has been duly executed by the Property Owner.

In Presence Of:

RICH R. RUBIO
(SUBSCRIBING WITNESS)

Francisco Pineda (L S)
(PROPERTY OWNER)

Fernando Lopez (L S)
(PROPERTY OWNER)

(PROPERTY OWNER)

This instrument was prepared by, and when recorded should be mailed to:

FIRST CREDIT CORPORATION
570 LAKE COOK ROAD • SUITE 115
DEERFIELD, ILLINOIS 60015

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF _____)

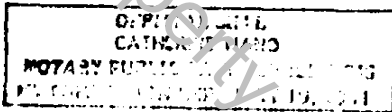
I, _____ a Notary Public for and in said County, do hereby certify that _____ and _____ (his/her spouse), personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this _____ day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their 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 notarial seal this _____ day of _____, 19 _____
My commission expires _____, 19 _____

(NOTARY PUBLIC)

STATE OF ILLINOIS)

COUNTY OF _____)

I, CATHERINE TIANO a Notary Public for and in said County, do hereby certify that FRANCISCO PINEDA FERRNADO LOPEZ, the subscribing witness to the foregoing instrument, personally known to me, who, being by me duly sworn, did depose and say that he/she resides at 1903 W Kildare Ave Elmhurst that he/she knows said PAUL RUBIO to be the individual(s) described in, and who executed, the foregoing instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, that he/she, said subscribing witness, was present and saw him/her/they execute the same, and that he/she, said subscribing witness, at the time subscribed his/her name as witness therein.
Given under my hand and notarial seal this 20 day of JAN, 19 90
My commission expires MAY 19, 19 91 Catherine Tiano
(NOTARY PUBLIC)



DEPT-01 RECORDING \$13.25
T#9999 TRAN 0999 03/06/90 13:24:00
#1871 * * -90-100420
COOK COUNTY RECORDER

10/89 IL H.I. FORM 3000 MORTGAGE

MORTGAGE

First Credit Corporation
Suite 115
570 Lake Cook Rd.
Deerfield, IL 60015

TO -
FIRST CREDIT CORPORATION

The land affected by this instrument lies in

the _____
of _____
COUNTY OF _____
STATE OF ILLINOIS
SECTION _____
BLOCK _____
LOT _____

500476

TRW REAL ESTATE
LOAN SERVICES
SUITE #1015
100 N. LaSALLE
CHICAGO, IL 60602

00100420



00100420

13 Mar