UNOFFICIAL COPY

Mortgage

Dated this 10th day of March A. D. 1990 Loan No.

THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED,

ROBERTO TORRES and RAFAELA TORRES, his wife

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

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

Mutual Federal Savings and Loan Association of Chicago

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

Lot Fourteen (14) (except South 26 6/10 feet taken for Metropolitan West Side Elevator Railroad) in Hoffman's Subdivision of South Half (½) of Block Fifty One (51) in City of Chicago Subdivision of Section Nineteen (19), Township Thirty Nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1833 West Cullerton Street, Chicago, Illinois.

PERMANENT TAX NUMBER: 17-19-419-011-0000

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not), together with all easements and the rents, issues and profits of every name, nature and kind. It being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such rents and avails of said premises and the furnishings and equipment thereon. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, including taxes and assessments, and second to the payment of any indebtedness then due and or incurred hereunder.

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a note and the performance of the obligations therein contained, executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the principal sum of

Ten Thousand and no/100---------- Dollars $ 10,000.00

which is payable as provided in said note, and (2) any additional advances made by the Mortgagee if 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 mortgage secure advances on account of said original note and such additional advances in a sum in excess of

Ten Thousand and no/100---------- Dollars $ 10,000.00

such additional advances shall be evidenced by a Note or other agreement executed by the Mortgagor or his successors in title as being secured by this mortgage, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security.

A. THE MORTGAGOR COVENANTS

(1) To pay all taxes and assessments levied or assessed upon said property or any part thereof, under any existing or future law in accordance with the terms of the Note of even date herewith. (2) To keep the improvements now or hereafter upon said premises insured against such hazards or liability, as the Mortgagee may require in such companies, and in such form as shall be approved by the Mortgagee. All such insurance policies shall contain proper mortgage clauses and the policies shall be retained by the Mortgagee until the loan is fully repaid. (3) In the event that insurance policies are cancelled for any reason whatsoever and no new insurance policies are presented to the mortgagee on or before the date of termination of the notice of cancellation, then the mortgagee shall have the right to declare the total indebtedness due and payable immediately and the Mortgagee shall have the right to commence foreclosure proceedings as provided in paragraph #5. (4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed. (5) To keep said premises in good condition and repair, without waste and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof. (6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property and to comply with and make all repairs to said property so as to comply with all laws and ordinances or other requirements of any governmental authority affecting said property or any part thereof, without the written permission or consent of the Mortgagee being first had and obtained. (7) Not to remove any of said property from the premises or substitute other fixtures or equipment in place thereof, or make any alterations or additions to, demolition of, or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property. (8) Not to make any sale, assignment or transfer of any right, title or interest in and to said property or any part thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property. (9) The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

B. THE MORTGAGOR FURTHER COVENANTS

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do so for his behalf everything so covenanted; that said Mortgagee may also do such act as may deem necessary to protect the lien of this mortgage, and that he will immediately pay any moneys so expended by the Mortgagee for any of the above purposes, and such moneys shall be added to the original balance of the aforesaid Note as of the first day of the then current month and become an equal additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by him; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any such purpose nor to do any act hereunder, if at the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder.

(2) That it is the intent hereof to secure payment of said Note 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.

(3) That if the Mortgagor shall secure and assign to said Mortgagee, disability insurance and life insurance in a company acceptable to said Mortgagee, and in a form acceptable to it, the Mortgagee has the right to advance the first annual premium for such insurance and add each such payment to the unpaid balance of the loan as of the first day of the then current month, and it shall become additional indebtedness secured by the Mortgage.

(4) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

(5) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in case of default in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(6) That upon the commencement of any foreclosure proceeding hereunder, the Court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver (who may be the Mortgagee or its agent) with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected may be applied before as well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the pro-

PREPARED BY
[illegible] LAPINSKAS, Attorney
2212 W. Cermak Rd.
Chicago, IL 60608

Property of Cook County Clerk's Office

tection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 7% per annum which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees, and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; and all amounts as aforesaid, together with interest as herein provided, shall become additional indebtedness of and be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced: In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(7) In case the mortgaged property or any part thereof is damaged, or destroyed by fire or any other cause, or taken by condemnation, then the Mortgagee is hereby empowered to receive any compensation which may be paid. Any monies so received shall be applied by the Mortgagee as it may elect, to the immediate reduction or payment in full of the indebtedness secured hereby, or to the repair and restoration of the property. In the event the Mortgagee makes inspections and disbursements during the repair and restoration of the property, the Mortgagee may make a charge not to exceed 2% of the amount of such disbursement.

(8) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural, and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, We have hereunto set our hands and seals, the day and year first above written.

x Roberto Torres (SEAL) — ROBERTO TORRES

Rafaela Torres (SEAL) — RAFAELA TORRES

(SEAL) (SEAL)

(SEAL) (SEAL)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MAR 19 '90 2:57 90121429

State of Illinois
County of Cook } ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

ROBERTO TORRES and RAFAELA TORRES, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as 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 10th day of March A.D. 19 90.

"OFFICIAL SEAL"
PAUL J. SMATEK
Notary Public, State of Illinois
My Commission Expires Oct. 5, 1990

Paul J. Smatek
NOTARY PUBLIC

Box 17

Loan No. 2-90410-4

Mortgage

ROBERTO TORRES and RAFAELA TORRES, his wife

To

MUTUAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO
2212 West Cermak Road
Chicago, Illinois 60608
All Phones: 847-7747

Recorder's Stamp:

90121429

Prepared by: Paul J. Smatek

Property of Cook County Clerk's Office

UNOFFICIAL COPY