

UNOFFICIAL COPY  
MORTGAGE

THIS INDENTURE WITNESSETH That the undersigned

ROBERTO ROCHA AND ROSA R. ROCHA, 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

DAMEN SAVINGS AND LOAN ASSOCIATION

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

Lot 7 in Block 1 in Scoville, Walker & McElwain's Subdivision in the West 1/4 of the North West 1/4 of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

3017 West 40th Street Chicago Illinois 60632  
Permanent Index # 90-01-109-019

This mortgage hereby incorporates the Affidavit of Company dated June 9, 1990.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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TOGETHER with all buildings, improvements, fixtures, appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single lots or contractly controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by landlords to tenants is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-door sets, awnings, porches and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all accretions and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee, however, 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 Mortgagee does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of

FORTY THOUSAND AND NO/100 ----- DOLLARS (\$ 40,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of -----  
FIVE HUNDRED TWENTY THREE AND 09/100 or more ----- DOLLARS (\$ 523.09 or more)

on the 1st day of each month, commencing with July 1, 1990 until the entire sum is paid.

It is further agreed and understood by and between the parties hereto that should the above described real estate, at any time hereafter, be sold or title therein transferred by deed of conveyance or by operation of law, that the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable at any time hereafter at the option of the owner or holder of this mortgage. Acceptance of any monthly installment payments on account of said obligation by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this option to accelerate the payment of the entire obligation secured by this mortgage.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR'S COVENANTS:

- (1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.
- (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.
- (3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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Loan No. DR 8824-6

MORTGAGE

ROBERTO ROCHA AND ROSA R. ROCHA, HIS WIFE

DAMEN SAVINGS AND LOAN ASSOCIATION

BOX 333-GG

DAMEN SAVINGS and LOAN ASSOCIATION 5100 South Damen Avenue Chicago, Illinois 60608

90285368

Mail

Ref 33

Damen Savings and Loan Association 5100 South Damen Avenue, Chicago, Ill.

KENNETH D. VANEK Notary Public, State of Illinois My Commission Expires 2/4/92

DO HEREBY CERTIFY that Kenneth D. Vaneck and Roberto Rocha and Rosa R. Rocha, his wife are the persons and acknowledged that they are the persons who have signed and delivered the mortgage...

STATE OF ILLINOIS COOK COUNTY Kenneth D. Vaneck Roberto Rocha and Rosa R. Rocha June 16th 1988

IN WITNESS WHEREOF, I, undersigned, have hereunto set their hands and seals this 16th day of June A.D. 1988. (Seals and signatures of Kenneth D. Vaneck, Roberto Rocha, and Rosa R. Rocha)

8. MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagor shall be liable to pay to the Mortgagee... (2) That it is the intent hereof to secure payment of said note...