

UNOFFICIAL COPY  
MORTGAGE

90305360

90246607

THIS INDENTURE WITNESSETH: That the undersigned

BRAULIO M. RODRIGUEZ AND RAQUEL P. RODRIGUEZ, 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 in the State of Illinois, to wit:

Lot 18 in Block 2 in Phare and Sacketts Subdivision of the South 1/4 of the East 1/4 of the North East 1/4 of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

4240 South Arterian, Chicago Illinois 60632  
Permanent Index # 19-01-222-042

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"This mortgage hereby incorporates the Affidavit of Occupancy dated May 10, 1990."

\*This document is being re-recorded to show proper chain of title.

DEPT-01 RECORDING \$13.00  
T#9999 TRAN 6258 05/25/90 15:13:00  
#5117 # -90-246607  
COOK COUNTY RECORDER

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally 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 lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-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); and also together with all easements 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 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 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

EIGHTEEN THOUSAND AND NO/100 Dollars (\$18,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of TWO HUNDRED THIRTY TWO AND 92/100 or more DOLLARS (\$232.92 or more

on the 1st day of each month, commencing with June 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 thereto transferred by deed of conveyance or by operation of law, then 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 read 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 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.

11766

RE: ATTORNEY SERVICES

90246607

Handwritten signature/initials

Loan No. DR. 8798-2

MORTGAGE

BRAULIO M. RODRIGUEZ AND

RAQUEL P. RODRIGUEZ, HIS WIFE

TO

DAMEN SAVINGS AND LOAN ASSOCIATION

90305360

DAMEN SAVINGS and LOAN ASSOCIATION

5100 South Damen Avenue

Chicago, Illinois 60609

Damen Savings and Loan Association  
5100 South Damen Avenue, Chicago, Ill.  
This instrument was prepared by  
Laura Gordon

KENNETH D. VANEK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/14/92  
GIVEN OFFICE HAND AND NOTARIAL SEAL, this

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 15th day of May, 1990.  
I, Kenneth D. Vaneck, a Notary Public in and for said county, in the State aforesaid, do hereby certify that personally known to me to be the same person(s) whose name(s) XMO (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.  
STATE OF ILLINOIS  
COUNTY OF COOK  
I, Kenneth D. Vaneck  
RAQUEL P. RODRIGUEZ, his wife  
BRAULIO M. RODRIGUEZ and  
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.  
15th day of May, 1990  
Notary Public  
My Commission Expires 2/14/92

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so commanded; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale 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 moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.  
(2) That is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at a later date, or having been advanced, shall have been repaid in part and further advanced at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for either purpose.  
(3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under and not of obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee or if the Mortgagee 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 of the government, or if the Mortgagee 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 hereof created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all moneys secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any moneys or amounts that may be made of the premises empane without offering the several parts separately.  
(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time and with or without notice to the Mortgagee, or any party claiming under him, appoint a receiver with power to manage and control the premises, 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 closing 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 seven per cent (7%) per annum, which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably 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; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with any proceeding including private 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 in retention in any suit or proceeding or 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.

B. MORTGAGOR FURTHER COVENANTS:

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COOK COUNTY RECORDER

Know all men by these presents, that whereas, BRAULIO M. RODRIGUEZ AND RAQUEL P. RODRIGUEZ, HIS WIFE of the City of Chicago County of Cook and State of ILLINOIS in order to secure an indebtedness of Eighteen Thousand and no/100 DOLLARS executed a mortgage of even date herewith, mortgaging to DAMEN SAVINGS AND LOAN ASSOCIATION the following described real estate:

Lot 18 in Block 2 in Phare and Sacketts Subdivision of the South 1/4 of the East 1/4 of the North East 1/4 of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

4240 South Artesian, Chicago Illinois 60632 : Permanent Index # 19-01-222-042

DEPT-01 RECORDING \$13.00  
T#9999 TRAN 6258 05/25/90 15:13:00  
#5118 # \*-90-246608  
COOK COUNTY RECORDER

\*This document is being re-recorded to show proper chain of title. and, whereas, DAMEN SAVINGS AND LOAN ASSOCIATION is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the said Braulio M. Rodriguez and Raquel P. Rodriguez, his wife hereby assign, transfer and set over unto DAMEN SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Association, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Association and especially those certain leases and agreements now existing upon the property herein above described.

99211

REAL ATTORNEY SERVICES

The undersigned do hereby irrevocably appoint the Association their true and lawful attorney in fact, in the name and stead of the undersigned to collect all of said rents now due or arising or accruing at any time hereafter under each and every of the leases and agreements, written or verbal, existing or to exist hereafter, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such rents, or to secure and maintain possession of said premises or any part thereof, and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties at its discretion, for such rental or rentals as it may determine, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the undersigned or to their executors, administrators and assigns, and further, with power to use and apply said rents (after the payment of all necessary costs and expenses of the care and management of said premises, including taxes and assessments, and commission for leasing said premises and collecting rents therefrom paid to any real estate broker appointed by the Association at the usual and customary rates then in effect in the City of Chicago, County of Cook, Illinois) to the payment of the indebtedness secured by said mortgage or incurred thereunder, due or to become due, or that may be hereafter contracted, hereby ratifying and confirming all that said attorney may do by virtue hereof.

It is further understood and agreed that the Association may, at its discretion, retain, appoint or employ attorneys, agents or servants for the purpose of exercising any of the powers and authority herein granted and the Association shall not be liable for any default, miscarriage, acts or omissions of such attorneys, agents or servants, if such attorneys, agents or servants were selected with reasonable care.

This assignment of rents shall operate only after 30 days' default in any of the payments required by the mortgage hereinbefore described, or immediately upon the breach of any of the covenants therein contained; and when out of the net rents collected hereunder there shall have been paid all the said indebtedness and liabilities, then this instrument shall become void and the Association shall release the same by written instrument.

And it is further agreed that no decree or judgment which may be entered on any debts secured or intended to be secured hereby shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force until the payment and discharge of any and all indebtedness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned have hereunto set their hand and seal this 15th day of May A. D. 1990

BMR Braulio M. Rodriguez (SEAL)  
RPR Raquel P. Rodriguez (SEAL)

90305361

90246608

90246608

Handwritten signature/initials

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF Cook ss.

I, Kenneth D. Vanek, a Notary Public  
in and for and residing in said County, in the State of Illinois, DO HEREBY CER-  
TIFY that BRAULIO M. RODRIGUEZ AND  
RAQUEL P. RODRIGUEZ, HIS WIFE

who are personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup>  
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.

GIVEN under my hand and Notarial Seal, this 15th  
day of May, A. D. 1990

*Kenneth D. Vanek*  
Notary Public.



This instrument was prepared by:  
Laura Gordon  
Damen Savings and Loan Association  
5100 South Damen Avenue, Chicago, Ill.

90305361

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COOK COUNTY RECORDER

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DR# 8798-2

**Assignment of Rents**

BRAULIO M. RODRIGUEZ AND  
RAQUEL P. RODRIGUEZ, HIS WIFE

To

DAMEN SAVINGS AND LOAN ASSOCIATION

131

MAIL TO:  
DAMEN SAVINGS AND LOAN ASSN.  
5100 So. Damen Ave.  
Chicago, IL 60609