

UNOFFICIAL COPY

statutory period during which it may be sold. Mortgages shall, however, have the duration of power at the time a lease is taken or to abandon possession of said premises without affecting the power of the mortgagee to foreclose, and any such lease shall have had without this paragraph. No suit shall be sustainable against Mortgagee based upon a lease or possession relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. 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 Mortgagee or any party claiming under him, and without regard to the solvency of the Mortgagee 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 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 sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any delinquent 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 the 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.

L. 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 obligation 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 neuter and the singular number, as used herein, shall include the plural, that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 14TH

day of MAY, A.D. 19 90

JOSE LUIS ESPINOZA (SEAL) CARMEN ESPINOZA (SEAL)

STATE OF ILLINOIS } 49. COUNTY OF Cook } I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSE LUIS ESPINOZA and CARMEN ESPINOZA, HUSBAND AND WIFE personally known to me to be the same person 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 all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 14TH day of MAY, A.D. 19 90

Notary Seal and Signature of Notary Public

MY COMMISSION EXPIRES

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS OF CRAGIN FEDERAL BANK FOR SAVINGS 5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

Box 403

Deferral of the date of the first installment due under this obligation is hereby changed to... Deferral of the maturity date stipulated is hereby changed to... CRAGIN FEDERAL BANK FOR SAVINGS

90341500

# UNOFFICIAL COPY

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Cook County, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

Witness my hand and the seal of said County Clerk's Office, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Clerk of Cook County, Illinois

Notary Public in and for the State of Illinois

My Commission Expires \_\_\_\_\_, 19\_\_\_\_

90341500

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Mortgage

(Individual Form)

90341500

Loan No. 01-49060-00

THE UNDERSIGNED,

ADRIAN ESPINOZA, HUSBAND AND WIFE

Handwritten notes: \$390, 15/12

Property of Cook County Clerk's Office

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed 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 other services, and any other thing now or hereafter thereon 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, and room beds, awnings, stove and water heater, all of which are intended to be, and are hereby declared to be, a part of, said real estate, whether physically attached thereto or not, and also together with all covenants and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and conveyed unto the Mortgage, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagee lienholders and is to be paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges therein belonging, unto said Mortgagee forever, for the use hereinafter forth, free from all rights and benefits under the homestead exemption and a dation laws of any state, which said rights and benefits said Mortgagee does hereby release and convey.

TO SECURE

(1) for the payment of a Note executed by the Mortgagor to the order of the Mortgagee on the date hereof in the principal sum of **TWO HUNDRED THIRTY-SIX THOUSAND AND NO /100** Dollars

or **236000.00** which Note, together with interest thereon, is payable in monthly installments of **TWO THOUSAND TWO HUNDRED TWENTY-EIGHT AND 27/100** Dollars

or **2228.27** commencing the **1ST** day of **JULY** 19**90**

and the payments are to be applied to the interest and the principal as follows: **for ninety five months next thereafter succeeding and a final payment of the unpaid balance of the principal and accrued interest due thereon on or before the last day of JUNE, 1998.**

DEPT-01 RECORDING \$16.00  
T#4444 TRAN 5700 07/17/90 10:20:00  
#7526 #F \*-90-341500

(2) for the advance made by the Mortgagee to the Mortgagor in the amount in title for the purpose of the redemption of this Mortgage, but at no time shall the Mortgagee receive any interest or principal payment with such advance, and in addition to the amount in title of **TWO HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED AND NO /100** Dollars or **283200.00** excess of principal that nothing herein contained shall be construed to transfer the interest therein to be secured hereby when duly used to provide the redemption, and 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 by said note provided or according to any agreement extending the time of payment thereof. (2) To pay, when due and before any penalty attaches thereto, all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property including those heretofore due, and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (3) To keep the improvements now or hereafter upon said premises insured against damage by fire and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

90341500

Box 403 90341500

**MORTGAGE**

ESPINOZA, ESPINOZA

to

COAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT  
2340 47<sup>th</sup> N. WHEELER  
CHICAGO, ILLINOIS 60647

Loan No. 01 45000 05

ADDITIONAL SECURITY 2332 N. ALBANY  
CHICAGO, ILLINOIS 60618

Property of Cook County Clerk's Office