

UNOFFICIAL COPY

MORTGAGE

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THIS INDENTURE WITNESSETH: That the undersigned

JOSE L. LEAL AND MARIA MAGDA LEAL, 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 fol-

lowing real estate, situated in the County of Cook in the State of Illinois, to wit: The West half of the Following two described parcels taken as a tract: The East 75 feet of Lot 22 in Block 6 in F.H. Bartlett's Subdivision of the South 40 rods of the East 100 rods (except the East 50 feet thereof) of the North West quarter of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, ALSO The East 75 feet of that part of Block 7 in said Bartlett's Subdivision aforesaid described as follows: Commencing on the West line of Lot 21 in Block 6 aforesaid at a point 67 feet South of the North West corner of said Lot 21; thence running West 65 feet; thence North 47 feet to the North line of Lot 22 aforesaid; thence West along the North line 10 feet; thence North 35 feet; thence East 75 feet; thence South 32 feet to the place of beginning in Cook County, Illinois.

DEPT 61 RECORDING \$13 25
1#2317 FROM 1984 04/02/90 10 10 00
83465 H B * -90-143922
COOK COUNTY RECORDER

3642 West 67th Street, Chicago Illinois 60629
Permanent Index # 19-23-132-025

"This mortgage hereby incorporates the Affidavit of Occupancy dated March 17, 1990."

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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-a-door beds, awnings, aoves 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 FIFTY FOUR THOUSAND AND NO/100 Dollars (\$ 54,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of FIVE HUNDRED FIFTY FIVE AND 77/100 or more DOLLARS (\$ 555.77 or more

on the 1st day of each month, commencing with May 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, 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 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.

This Document Re-recorded for Chain of Title Purposes

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Loan No. DR 4739-4

MORTGAGE

JOSE L. LEAL AND

MARIA MAGDA LEAL, HIS WIFE

DAMEN SAVINGS AND LOAN ASSOCIATION

DAMEN SAVINGS and LOAN ASSOCIATION
5100 South Damen Avenue
Chicago, Illinois 60609

DEPT-01... 13.25... 90341332... 90341332

This instrument was prepared by... 5100 South Damen Avenue, Chicago, Ill.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of March, A.D. 1990... MARIA MAGDA LEAL, HIS WIFE... JOSE L. LEAL and

B. MORTGAGOR FURTHER COVENANTS: That in the event of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything... That it is the intent hereof to secure payment of said debt...

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