

UNOFFICIAL COPY

MORTGAGE

91412541

THIS INDENTURE WITNESSETH: That the undersigned

Marcos Ramirez and Juana Miramontes De Ramirez, 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

now known as DAMEN FEDERAL BANK FOR SAVINGS

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 107 in Davis Square Addition to Chicago in the North East 1/4 of the South East 1/4 of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

4321 S. Hermitage Chicago, Illinois 60609
PIN# 20-06-404-014

BOX 260

"This mortgage hereby incorporates the Affidavit of Occupancy dated February 22, 1991." \$13.00
: T#3333 TRAN 7552 09/13/91 16:08:00
: #8593 + C * - 91-412541
: 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-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); 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 Mortgagor 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

Twenty Five Thousand and No/100 25,000.00 Dollars (\$), which note,

together with interest thereon as provided by said note, is payable in monthly installments of Three Hundred & Nine and 87/100 or more 309.87 or more DOLLARS (\$)

on the 1st day of each month, commencing with September 1, 1991 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 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:

91412541

(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.

1300

Loan No. 9071-3

MORTGAGE

Marcos Ramirez and Juana Miramontes

De Ramirez, his wife

TO

DAMEN SAVINGS AND LOAN ASSOCIATION

now known as DAMEN FEDERAL BANK FOR SAVINGS

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

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

KENNETH D. VANEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/14/92

DO HEREBY CERTIFY that I, Kenneth D. VaneK, a Notary Public in and for said county, in the State aforesaid, personally known to me to be the same person(s) whose name(s) (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 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
Kenneth D. VaneK
Notary Public

B. MORTGAGOR FURTHER COVENANTS:
(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any money paid or disbursed by the Mortgagee for any of the above purposes and such money 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 money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any money 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 it is the intent hereof to secure payment of said note or other instrument for which the entire amount shall have been advanced to the Mortgagor at the date hereof or 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 it default be made in performance of any covenant herein contained or in making any payment under said note or 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 Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under court of or in custody of any court or officer of the government, 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 hereof, by 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 Mortgagor, and apply, toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse 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 without notice to the Mortgagor, or any party claiming under him, 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 Master's sale, toward 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 deficiency decree whether there be a deficiency thereon in person or not, such receiver 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 seven per cent (7%) per annum, which may be paid or incurred by or on behalf of the Mortgagor 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 Mortgagor in connection with (a) any proceeding including foreclosure 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 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; or (d) preparations for the commencement of any suit for the foreclosure hereof or the accrual of the right to foreclose, whether or not actually commenced; or (e) any other suit or proceeding which shall first be paid out of the proceeds thereof all of be aforesaid items.

91412541

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.....

Marcos Ramirez and Juana Miramontes De Ramirez

.....
who are personally known to me to be the same person^s, whose name^s
.....are subscribed to the foregoing Instrument, appeared
before me this day in person and acknowledged that their 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 2nd
day of August, A. D. 1981

Kenneth D. Vanek
Notary Public.

OFFICIAL SEAL
KENNETH D. VANEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/1/79

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

Property of Cook County Clerk's Office

91412542

DR# 9017-3

Assignment of Rents

Marcos Ramirez and Juana Miramontes

De Ramirez, his wife

TO

DAMEN SAVINGS AND LOAN ASSOCIATION

now known as DAMEN FEDERAL BANK

FOR SAVINGS

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

MAIL TO:

UNOFFICIAL COPY

Full Satisfaction

And Release of Mortgage

91412543

Loan No. 0958-26644

UNITED SAVINGS OF AMERICA

a corporation existing under the laws of the State of Illinois

for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE and QUIT CLAIM unto JAMES J. KEKICH AND PHYLLIS A KEKICH, HIS WIFE

of the County of COOK and State of ILLINOIS, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage dated the 25TH day of JULY, A.D. 19 86, and recorded in the Recorder's Office of COOK County, in the State of ILLINOIS, in book of records, on page , as Document No. 86322721, and a certain Assignment of Rents dated the day of , 19 , and recorded in the Recorder's Office of County, in the State of , in book of records, on page , as Document No. , to the premises therein described, as follows, to-wit:

LOT 5 IN BLOCK 2 IN R. J. SCHLESINGER AND KAREL V. JANOVSKY'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: 4610 S. TALMAN, CHICAGO, IL 60632
PERMANENT INDEX NO.: 19-01-424-023
DEPT-01 RECORDING \$13.00
T#3333 TRAN 7552 08/13/91 16:02:00
#8595 + C * - 9 1 - 4 1 2 5 4 3
COOK COUNTY RECORDER

situated in the CITY of CHICAGO, County of COOK and State of ILLINOIS, together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said corporation has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Vice President ~~XXXXXXXX~~ this 17th day of July, A.D. 1991.

ATTEST:

Joseph G. Edwards By *Toby R. Zmrchal*
Assistant Vice President ~~XXXXXXXX~~ Vice President

STATE OF Illinois ss. } I, Ann Marie Frieze the undersigned, a Notary Public
COUNTY OF Cook

in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Toby R. Zmrchal

personally known to me to be the Vice President of UNITED SAVINGS OF AMERICA, An Illinois corporation, and Joseph G. Edwards personally known to me to be the Assistant Vice President ~~XXXXXXXX~~ of said corporation, and 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 severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

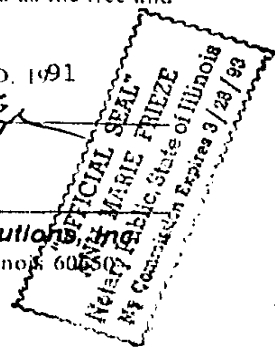
GIVEN under my hand and Notarial Seal this 17th day of July, A.D. 1991 FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

17th day of July, A.D. 1991

Ann Marie Frieze
Notary Public
THIS INSTRUMENT WAS PREPARED BY: ARACELI M. LARA

The Federation of Financial Institutions, Inc.
2138 South 61st Court - Cicero, Illinois 60630

1300



UNOFFICIAL COPY

Property of Cook County Clerk's Office



Mail To: Kathleen O'Rourke
4239 W 63rd St
Chgo 60629

91412543

UNOFFICIAL COPY

AFTER RECORDING MAIL TO
EDWARD R. HAUPT
529 OAK HILL COURT
HENDERSONVILLE, NC 28739



91412544

Loan No. 190388-8

FULL SATISFACTION AND RELEASE OF MORTGAGE (DEED OF TRUST)

KNOW ALL MEN BY THESE PRESENTS, that

TALMAN HOME MORTGAGE CORPORATION

a corporation existing under the laws of the State of Illinois, having an office at 4242 North Harlem Avenue, Norridge, Illinois 60634, for and in consideration of the payment of the indebtedness secured by the Mortgage or Deed of Trust hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE and QUIT CLAIM unto GENE LOUIS DECKER, A BACHELOR

all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage or Deed of Trust recorded/registered in the Recorder's/Registrar's office of COOK County, State of ILLINOIS, as Document No. 25249559 to the premises therein described to-wit: ASSIGNMENT OF MORTGAGE, DOCUMENT NO. 25335413, DATED 11-28-79
ASSIGNMENT OF MORTGAGE, DOCUMENT NO. 27090056, DATED 02-24-84

SEE LEGAL DESCRIPTION ATTACHED HERETO:

PROPERTY ADDRESS: 1534 QUAKER LANE, 171C; PROSPECT HTS., IL 60070
PERMANENT INDEX NUMBER: 03-24-102-009-1075



IN WITNESS WHEREOF,
TALMAN HOME MORTGAGE CORPORATION has caused this instrument to be executed by KATHLEEN A. BURTON its Loan Servicing Officers and its Corporate Seal affixed, this 23RD day of JULY, 1991.

TALMAN HOME MORTGAGE CORPORATION

DEPT-01 RECORDING \$17.29
TJ3333 TRAN 7552 08/13/91 16:08:00
#8596 + C * - 91 - 4 12544
COOK COUNTY RECORDER

Attest: Norma Walker
Loan Servicing Officer

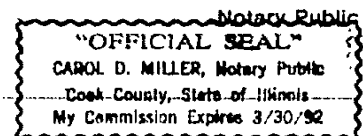
By: Kathleen A. Burton
Loan Servicing Officer

STATE OF ILLINOIS
COUNTY OF COOK SS

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of Talman Home Mortgage Corporation, and that they appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing, as duly authorized officers of the said Corporation and caused the Corporate Seal of said Corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 23RD day of JULY, 1991

THIS INSTRUMENT WAS PREPARED BY
CAROL D. MILLER
TALMAN HOME MORTGAGE CORPORATION,
4242 N. HARLEM AVE.
NORRIDGE IL 60634

Commission Expiration Date:



FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER'S/REGISTRAR'S OFFICE WHERE THE MORTGAGE OR DEED OF TRUST WAS FILED.

1725

UNOFFICIAL COPY

UNIT NUMBER 171C AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN WHEELING TOWNSHIP, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM FOR QUINCY PARK CONDOMINIUM NUMBER 3, MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 4, 1971 AND KNOWN AS TRUST NUMBER 24678 RECORDED IN THE OFFICE OF RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 21840377 TOGETHER WITH AN UNDIVIDED .26721 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

Property of Cook County Clerk's Office

914125AA