

# UNOFFICIAL COPY

MORTGAGE (ILLINOIS)

91535828

THIS INSTRUMENT made this 14th day of July 1991 between  
RUBEN E. TAMEZ, UNMARKED

3646 W. CORTLAND CHICAGO IL.  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors" and

FIRST FAMILY BUILDERS, INC.  
5875 N. LINCOLN CHICAGO IL.  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee" witnesseth

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated  
JULY 11TH, 1991 in the sum of 20,202.00 THOUSAND TWO HUNDRED TWO AND  
00/100 DOLLARS

to pay the said sum in 119 installments of \$ 168.35 each beginning  
1991 and a final installment of \$ 168.35 payable on

1991 and all of said indebtedness is made payable at such place as the holders of the contract may from time to time in writing appoint, and in  
the absence of such appointment then at the office of the holder at DISCOUNT MORTGAGE COMPANY, INC.  
LEHMAN, IL.

NOW THEREFORE the Mortgagors secure the payment of the said sum in accordance with the terms, provisions and limitations of this  
mortgage and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, do by these presents CONVEY  
AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title  
and interest therein, situate, being and being in the CITY OF CHICAGO COUNTY OF  
COOK AND STATE OF ILLINOIS to wit

LOT 8 IN BLOCK 2 IN NORTHWESTERN SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH  
EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, LYING SOUTH OF THE ADJOINING THE NORTH 430 FEET OF SAID TRACT EXCEPT  
A STRIP OF LAND 50 FEET WIDE OFF THE SOUTH END DEEDED TO CHICAGO PACIFIC RAILROAD IN COOK  
COUNTY, ILLINOIS.

PIN # 13-35-305-038

91535828

which, with the property hereinafter described, is to be held as security for the premises

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits  
thereof for so long and during all such times as Mortgagors may be entitled thereto which are pledged primarily and in parity with said real estate  
and not secondarily and all apparatus, equipment or articles to be hereafter thereon or therefrom used to supply heat, air conditioning, water,  
light, power, refrigeration, whether single units or centrally controlled, and ventilation including, without restricting the foregoing, screens, window  
shades, storm doors and windows, floor covering, made by the ownership, use, and waste, heating, air conditioning, and water, heating, air conditioning, and water,  
real estate whether physically attached thereto or not, and all other apparatus, equipment or articles hereafter placed in the  
premises by Mortgagors or their successors or assigns shall be considered a constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns forever, for the purposes, and upon the  
uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights  
and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is RUBEN E. TAMEZ

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are  
incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

RUBEN E. TAMEZ

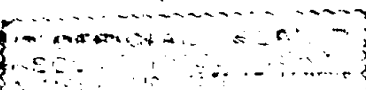
State of Illinois, County of COOK

RUBEN E. TAMEZ

IMPRESS  
SEAL  
HERE

personally known to me to be the same person as S. TAMEZ who appeared before me this day in person and acknowledged to me that they executed and delivered the said instrument as  
THEIR free and voluntary act for the purposes therein set forth, including the release and waiver

Given under my  
Commission exp. 12/31/91



Notary Public

91535828

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ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED HEREBY BY REFERENCE

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed (2) keep said premises in good condition and repair without waste and free from encumbrances and other liens or claims for ten not expressly subordinated to the lien hereof (3) pay when due any indebtedness which may be incurred by them or in charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior indebtedness (4) comply with all requirements of law or municipal ordinances with any building or buildings now or at any time in process of erection upon said premises and comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof (5) make no material alterations in said premises except as required by law or municipal ordinance

2. Mortgagors shall pay before any penalties attaches all general taxes and shall pay special taxes, special assessments, fire water charges sewer service charges and other charges against the premises when due and shall upon written request furnish to Mortgagee or its holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest and without receipt any tax or assessment which Mortgagee may desire to contest

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on and hereafter acquired and premises insured against loss or damage by fire lightning and windstorm under policies providing for payment by the insurance companies of amounts sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All such policies shall be issued by the holder of the contract under insurance policies payable. In case of loss or damage to Mortgagors such rights to be provided by the standard mortgage clause to be attached to each policy and shall deliver all policies including additional and renewal policies to holder of the contract and the holder of insurance shall deliver renewal policies not less than ten days prior to the respective dates of expiration

4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereunder required of Mortgagors in any form and manner deemed expedient and may, but need not, make any payment or perform any act in or interest on prior encumbrances if any and purchase discharge, compromise or settle any tax lien or other lien or title or claim thereon or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All expenses paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith including attorneys fees and any other expenses authorized by Mortgagee or the holders of the contract to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holder of the contract shall not be considered as a waiver of any right accruing to them on account of a default hereunder on the part of the Mortgagors

5. The Mortgagee or the holder of the contract hereby secured hereby shall assume the responsibility for all right taxes and assessments may do so according to any bill statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill statement or estimate or into the validity of any tax assessment sale forfeiture or other lien or claim thereon

6. Mortgagors shall pay each item of indebtedness herein mentioned when due according to the terms hereof. At the option of the holder of the contract and without notice to the Mortgagors, the unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable immediately in the case of default in making payment of any installment on the contract, or in case of default shall occur and continue for 30 days in the performance of any other agreement of the Mortgagors herein contained

7. When the indebtedness hereby secured shall be due whether by its terms or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the contract for all trustees fees, appraiser's fees, outlays for documentary and expert evidence, serving process, charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosing all such abstracts of title, title searches and indemnifications, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract, in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that mentioned by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear

9. Upon or at any time after the filing of a bill to foreclose the mortgage the holder of the contract may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the absence or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether or not the then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power during the term of his office to issue and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a debt owing during the term of his office, the period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the presentment of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in the exercise of his office as receiver, control management and operation of the premises during the whole of said period. The receiver from time to time may, with the approval of Mortgagee or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provision and appointment made prior to foreclosure sale (2) the deficiency, in case of a sale and deficiency

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interrupting same in an action at law upon the contract hereby secured

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose

12. Mortgagors shall sell, assign or transfer any right, title or interest in said premises or any part thereof without the written consent of the holder of the contract secured hereby. holder shall have the right, at holder's option, to declare any unpaid indebtedness secured by this mortgage to be immediately due and payable, anything to said contract or this mortgage to the contrary notwithstanding

### ASSIGNMENT

FOR VALUABLE CONSIDERATION Mortgagee hereby sells, assigns and transfers the within mortgage to \_\_\_\_\_

Date \_\_\_\_\_ Mortgagee \_\_\_\_\_

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88228210

D E V E R Y  
 UNION MORTGAGE COMPANY, INC.  
 P. O. BOX 515929  
 DALLAS, TEXAS 75251-5929  
 214/680-3134

CHICAGO IL 60647  
 DONALD PROJANSKY  
 5875 N. LINCOLN CHICAGO IL 60659