

UNOFFICIAL COPY

MORTGAGE

To

TALMANHOME

The Talman Home Federal Savings and Loan Association of Illinois
Main Office 5501 S. Kelleys Avenue Chicago Illinois 60629 (312) 434-3322

91579011

THE ABOVE SPACE FOR RECORDER'S USE ONLY

4107961 \$

Dated this 1st day of November A.D. 1991 Loan No. 0210620151

THIS INDENTURE WITNESSETH That the undersigned mortgagor(s)
ANGEL L. ORTIZ and MARIA P. ORTIZ, HIS WIFE, AS JOINT TENANTS

mortgage(s) and warrant(s) to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS, successors or assigns, the following described real estate situated in the County of COOK in the State of ILLINOIS to-wit:
THE SOUTH 20 FEET OF LOT 13 AND THE NORTH 10 FEET OF LOT 14 IN BLOCK 4 IN CLARKSON'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$13.50
91579011
COOK COUNTY RECORDER

P.I.N. 13-36-115-012 VOL. 530
2027 N. ALBANY, CHICAGO, ILLINOIS 60647

to secure the payment of a note, and the obligation therein contained, executed and delivered concurrently herewith by the mortgagor to the mortgagee, in the sum of

Thirty-four thousand and 00/100 ----- Dollars (\$ 34,000.00)

and payable:
Four hundred seventy-four and 50/100 ----- Dollars (\$ 474.60) per month commencing on the 15th day of December 1991 until the note is fully paid, except that, if not sooner paid, the final payment shall be due and payable on the 15th day of November, 2001 and hereby release and waive all rights under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State.

The holder of this mortgage in any action to foreclose it shall be entitled (without notice and without regard to the adequacy of any security for the debt) to the appointment of a receiver of the rents and profits of the said premises.

Upon the filing of any bill to foreclose this mortgage in any court having jurisdiction thereof, all expenses and disbursements paid or incurred on behalf of the complainant in connection with proceedings for the foreclosure, including reasonable attorney's fees, shall be an additional lien upon said premises and included in any decree that may be rendered in such foreclosure proceedings.

This mortgage shall be released upon payment to Mortgagee of the indebtedness secured hereby and payment of Mortgagee's reasonable fee for preparing the release.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year first above written.

Angel L. Ortiz
ANGEL L. ORTIZ (SEAL)

Maria P. Ortiz
MARIA P. ORTIZ, HIS WIFE, AS JOINT TENANTS (SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANGEL L. ORTIZ and MARIA P. ORTIZ, HIS WIFE, AS JOINT TENANTS

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 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. GIVEN under my hand and Notarial Seal, this 1st day of November A.D. 19 91

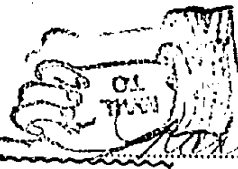
THIS INSTRUMENT WAS PREPARED BY

CONSUMER LOAN ORIGINATION

NAME
4901 WEST IRVING PARK ROAD

ADDRESS
CHICAGO, ILLINOIS 60641

FORM NO. 41F DTE 640605 Consumer Lending



OFFICIAL SEAL
NANCY C. ZAPFE
NOTARY PUBLIC
COOK COUNTY, ILLINOIS
MY COMMISSION EXPIRES 11/17/92

1350/m

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91579011

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Loan # 0210620151

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 1st day of November 1991 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2027 N. ALBANY, CHICAGO, ILLINOIS 60647

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

Borrower

(Seal)

Borrower

(Seal)

Borrower
MARIA P. ORTIZ, HIS WIFE, AS JOINT TENANTS

(Seal)

Borrower
ANGEL L. ORTIZ
Angel L. Ortiz

(Seal)

Family Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 permitted by the Security Instrument.

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the showing as to the inadequacy of the Property as security.

possession of and manage the Property and collect the Rents and profits derived from the Property without any only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but tenant; (ii) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower an assignment for additional security only.

are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

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