

BOX 218

Mortgage

1991 NOV 13 PM 1:49

91595428

(Individual Form)

Loan No. _____

THE UNDERSIGNED,

Pedro L. Rivera and Luz E. Rivera, his wife, as joint tenants,

of City of Chicago, County of Cook, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois, to-wit:

PIN: 13-34-474-027
ADDRESS: 1936 N. Kedvale, Chicago Ill. 60639

LOT 14 AND THE NORTH 1/2 OF LOT 15 IN BLOCK 5 IN GARFIELD, A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1st MORTGAGE 13⁰⁰

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, hot or hot-cold water, light, power, refrigeration, ventilation or other services, 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, in-a-door beds, awnings, stoves and water heaters (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 easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners 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 thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and claims under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

One hundred and twenty three thousand eight hundred dollars & 0/100

Dollars

(= 123,800.00

), which Note, together with interest thereon as therein provided, is payable in monthly installments of

One thousand two hundred and twenty five dollars & 98/100

Dollars

(= 1225.98

), commencing the

1st

day of

January

, 1992

which payments are to be applied, first, to interest and the balance to principal, until said indebtedness is paid in full.

(2) Any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of

Dollars (\$ 123,800.00

) provided that nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the security or 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.

One hundred and twenty three thousand eight hundred dollars & 0/100

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in 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, and sewer service charges 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 period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the holder of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. (4) Immediately after destruction or damage to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage. (5) To keep said premises in good condition and repair, without waste, and free from any mechanics' or other lien or claim of lien not expressly subordinated to the lien hereof. (6) Not to make, 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. (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof. (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a prorated portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness 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 monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness 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 moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

73-28-078 DB

RECORDED

91595428

UNOFFICIAL COPY

CHICAGO, ILL. 60622
1200 N. ASHLAND AVE. #501
FIDELITY UNION

THIS INSTRUMENT WAS PREPARED BY
COMMERCIAL TRUST COMPANY OF ILLINOIS

BERTHOLD M. BERGMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-04-96

Notary Public

GIVEN under my hand and Notarial Seal, this 7th day of November A.D. 1991

rights under any homestead, exemption and valuation laws as the LT free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all appeared before me this day in person, and acknowledged that they personally known to me to be the same person whose name is his wife, an joint tenant, as to the foregoing instrument, and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Pedro L. Rivera and Luz E. Rivera,

STATE OF ILLINOIS } COUNTY OF LAKE } I, The Undersigned, a Notary Public in

Pedro L. Rivera (SEAL) Luz E. Rivera (SEAL) day of November A.D. 1991

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 7th day of November A.D. 1991

That if all or any part of the property of any interest therein is sold or transferred by Mortgagee without the prior written consent of Mortgagor, including (a) the creation of a lien or security interest on the property (b) the creation of a purchase money security interest for nonexempt purposes, (c) a transfer by devise, gift and, or by operation of law upon the death of any person (d) the grant of a power of sale, lease, or other interest in the property (e) the grant of a power of sale, lease, or other interest in the property (f) the grant of a power of sale, lease, or other interest in the property (g) the grant of a power of sale, lease, or other interest in the property (h) the grant of a power of sale, lease, or other interest in the property (i) the grant of a power of sale, lease, or other interest in the property (j) the grant of a power of sale, lease, or other interest in the property (k) the grant of a power of sale, lease, or other interest in the property (l) the grant of a power of sale, lease, or other interest in the property (m) the grant of a power of sale, lease, or other interest in the property (n) the grant of a power of sale, lease, or other interest in the property (o) the grant of a power of sale, lease, or other interest in the property (p) the grant of a power of sale, lease, or other interest in the property (q) the grant of a power of sale, lease, or other interest in the property (r) the grant of a power of sale, lease, or other interest in the property (s) the grant of a power of sale, lease, or other interest in the property (t) the grant of a power of sale, lease, or other interest in the property (u) the grant of a power of sale, lease, or other interest in the property (v) the grant of a power of sale, lease, or other interest in the property (w) the grant of a power of sale, lease, or other interest in the property (x) the grant of a power of sale, lease, or other interest in the property (y) the grant of a power of sale, lease, or other interest in the property (z) the grant of a power of sale, lease, or other interest in the property

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