

UNOFFICIAL COPY
MORTGAGE

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FEB 05 91 72-89 972L

THIS INDENTURE WITNESSETH: That the undersigned

Inocencio Alejandre and Angelica Alejandre, 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 14 IN THE RESUBDIVISION OF BLOCK 3 IN KAY'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4833 South Justice Chicago Illinois 60609
PIN 20-08-109-014

COOK COUNTY, ILLINOIS

1991 FEB 5 PM 12: 20

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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-d-o-r 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, taxes 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 Twenty Five Thousand and no/100 Dollars (\$ 25,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of Three Hundred Nine and 97/100 or more DOLLARS (\$ 309.97 or more) on the 1st day of each month, commencing with March 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:

- (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.

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Loan No. 8930-1

MORTGAGE

Innocencio Alejandro and Angelica Alejandre, his wife

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

mail

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

OFFICIAL SEAL KENNETH D. VANER NOTARY PUBLIC STATE OF ILLINOIS COMMISSION EXPIRES 2/14/92

Notary Public Kenneth D. Vaner February 19 91

GIVEN under my hand and Notarial Seal, this 19th day of February, 1991, before me this day in person and acknowledged that they personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared

DO HEREBY CERTIFY that Innocencio Alejandro and Angelica Alejandre, his wife, a Notary Public in and for said county, in the State aforesaid, Kenneth D. Vaner

STATE OF ILLINOIS COUNTY OF Cook ss. Innocencio Alejandro (SEAL) VA Angelica Alejandre (SEAL) VA

day of February, 1991 IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 19th day of February, 1991

(1) That in the case of failure to perform any of the covenants herein, the Mortgages may do on the Mortgagor's behalf everything so commanded; that the Mortgages may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgages 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 hereby secured and may be included in any decree foreclosing that mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; it shall not be obligatory upon the Mortgages 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 Mortgages to advance any moneys for any purpose not to do any act hereunder; and that Mortgages 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 whether the entire amount shall have been advanced to the Mortgages at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advanced, made 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 amount 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 none of the essence hereof, and if 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 lien or charge upon any said property, or upon the thing of a proceeding or 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 control 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 Mortgages is hereby authorized and empowered, at its option, and without affecting the lien hereof, to declare, without notice, all sums secured by created or the priority of said lien or any right of the Mortgages 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 Mortgages, and said Mortgages may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises unassess 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 control 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 maturity period of redemption, and the Mortgages shall be allowed to bid 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) preparation 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) preparation for the defense of or intervention in any suit or proceeding or any proceeding or suit, threatened or commenced, which might affect the premises hereof or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items.

B. MORTGAGOR FURTHER COVENANTS:

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