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MORTGAGE

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THIS INDENTURE WITNESSETH: That the undersigned
JESUS BARRERA AND EULALIA BARRERA, HIS WIFE

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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 18 in Karel V. Janovsky's Resubdivision of Blocks 1 and 2 (except Lot 1 in Block 1) in Subdivision of the North East $\frac{1}{4}$ of the North West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of Section 12, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

2607 West 51st Street, Chicago Illinois 60632
Permanent Index # 13-12-403-007

COOK COUNTY, ILLINOIS

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TOGETHER with all buildings, improvements, fixtures and 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-and-out beds, awnings, stoves and water heaters (all of which are declared to be 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 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 FORTY FIVE THOUSAND AND NO/100----- Dollars (\$45,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of FOUR HUNDRED FORTY NINE AND 76/100 OR MORE----- DOLLARS (\$ 449.76 or more

1st day of each month, commencing with June 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, 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 monies 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.

UNOFFICIAL COPY

Loan No. DR 8997-0

MORTGAGE

JESUS BAKREKA AND

EULALIA BAKERKA, HIS WIFE

DAMEN SAVINGS AND LOAN
ASSOCIATION
now known as DAMEN FEDERAL BANK for savings

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DAMEN SAVINGS and LOAN ASSOCIATION
Also known as DAMEN FEDERAL BANK for savings
5100 South Damen Avenue
Chicago, Illinois 60609

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<http://www.ams.org/journals>

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

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STATE OF ILLINOIS	COUNTRY OF COOK	{ } ss.
(SEAL)	(SEAL)	(SEAL)
DO HEREBY CERTIFY THAT Jesus Barrera and Kenneth D. Vanek PERSONALLY known to me to be the same persons whose names (ask (are) subscribed to the foregoing instrument before me this day in person and acknowledged that they free and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the rights of homestead.	EUALIA Barrera, his wife Signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the rights of homestead.	GIVEN under my hand and Notarial Seal, this 11th day of May A.D. 1991

STATE OF ILLINOIS

COUNTRY OF COOK }
KENNETH D. VANEK

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(1) That in the case of failure to perform any of the covenants herein, the mortgagee may do on the mortgagee's behalf everything so convenient; that the mortgagee may also do any act it deems necessary to protect any of the lessor's rights; and that the mortgagee together with interest thereon demand any money paid or disbursed by the mortgagor for any of the above processes and such monies together with interest thereon shall be held for the use of the lessor until he can contact the lessor to whom the same shall become so much additional principal plus any amount necessary to make the principal sum due under the mortgagee's claim valid.

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the mortgagor, or to the date hereof or at a later date, or having advanced, shall have repaid in part and further ad-

(3) That it is of the essence hereof and it is default be made in performance of any covenant herein contained or in

B. MORTGAGE FURTHER COVENANTS: