

UNOFFICIAL COPY MORTGAGE BOX 392

92496983

112 716022

THIS INDENTURE WITNESSETH: That the undersigned

JOEL MANDUJANO and ALICIA MANDUJANO, 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

WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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 44 IN THE RESUBDIVISION OF THAT PART OF LOTS 5 and 6, LYING SOUTH OF THE NORTH 5 CHAINS THEREOF, AND NORTH OF ARCHER AVENUE, IN LURTONS SUBDIVISION OF THE NORTH PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4049 S FRANCISCO CHICAGO, ILL 60632
PIN# 19-01-120-015-0000

DEPT. OF RECORDING 23.
140010 TRAM 1435 07/08/92 13:57:00
03372 \$ *92-496963
COOK COUNTY RECORDER

The mortgagor shall not sell or permit, without the written consent of the mortgagee, a sale, assignment or transfer of any right, title or interest in and to the said property, or any portion thereof, or of any of the improvements, apparatus, fixtures or equipment which may be found in or on the said property.
The mortgagee may collect a "late charge" in accordance with the statutory provisions and Association by-laws relating thereto, for the non-payment of each aggregate monthly payment (total of all payments to be made hereunder) when due.

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-floor 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 covenants 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 SEVENTY SIX THOUSAND FIVE HUNDRED DOLLARS AND NO/100'S Dollars (\$ 76,500.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of SIX HUNDRED TWO DOLLARS AND 23/100'S DOLLARS (\$ 602.23) on the 1ST day of each month, commencing with AUGUST 1, 1992 until the entire sum is paid.

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Office

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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UNOFFICIAL COPY

Box _____

MORTGAGE

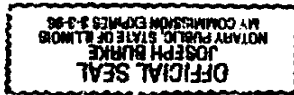
MAIL

TO

WASHINGTON SAVINGS AND LOAN
ASSOCIATION OF CHICAGO
2869 S ARCHER
CHICAGO, ILL 60608

Loan No. 1082-8

My Commission Expires _____



GIVEN under my hand and Notarial Seal this _____ day of _____ A. D. 199____
before me this day in person and acknowledged that _____
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 _____
I, The Undersigned _____
COUNTY OF COOK
STATE OF ILLINOIS
_____ a Notary Public in and for said county, in the State aforesaid.

day of _____ JULY _____ A. D. 199____
_____ (SEAL) _____ (SEAL)
_____ (SEAL) _____ (SEAL)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ 2ND _____
the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items.
plated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In
commenced; or (c) preparations for the commencement of any suit or proceeding or any threatened or contin-
commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually
either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the
payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which
of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and
which may be paid or incurred by or on behalf of the Mortgagor and deemed by the Mortgagor to be reasonably necessary
decree of sale all expenditures and expenses together with interest thereon at the rate of TWELVE & THREE PERCENTUM,
hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the
whether there be a decree therefor in person am or not, such receiver may elect to terminate any lease junior to the lien
protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree
as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the
and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well
manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit
at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to
(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may
of the premises, commence without offering the several parts separately;
and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made
Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor,
without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mort-
out affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare,
said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and with-
be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of
or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property
luted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by
or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be insti-
(3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained
under Section A(4) above, or for either purpose;
to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further
greater than the original principal amount plus any amount or amounts 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
(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced
hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do here-
herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act
Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing
out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mort-
so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid
and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become
that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes
behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof;
(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's

B. MORTGAGOR FURTHER COVENANTS:

12.342