

UNOFFICIAL COPY

Mortgage
(Individual Form)

Loan No. 12-64897-05

THE UNDERSIGNED,

JESUS M. GARCIA, MARRIED TO ALICIA GARCIA

of TOWN OF CICERO, County of COOK, State of ILLINOIS

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

CRABIN FEDERAL BANK FOR SAVINGS

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:

LOT 19 AND 20 (EXCEPT THE EAST 9 FEET THEREOF) IN BLOCK 2 IN SAMUEL SPIRO'S SUBDIVISION OF BLOCK 15 IN THOMAS F. BALDWIN'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 16-113-122-061

DEPT-01 RECORDING \$27.00
116666 TRAN 8771 08/07/92 09/28/00
44616 9 92-587044
COOK COUNTY RECORDER

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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, air conditioning, 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, fixed or bifold, 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 taken up unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, holders 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 therunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO PAY UPON

(1) for the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing date herewith in the principal sum of ONE HUNDRED FOURTEEN THOUSAND AND NO /100 Dollars

— 114000.00 — which Note, together with interest thereon as therein provided, is payable in monthly installments of NINE HUNDRED SEVENTY-SIX AND 28/100 Dollars

(1) — 976.28 —, commencing the 1ST day of AUGUST, 1992, which payments are to be applied first to interest and the balance to principal, ~~and such amounts shall be paid monthly~~.

(b) for fifty nine months next thereafter succeeding and final payment of the unpaid balance of the principal and accrued interest due thereon on or before the last day of JULY, 1997.

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(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall the total amount advanced exceed the amount of the original Note together with such additional advances, in a sum in excess of ~~the amount of the original Note~~, provided that nothing herein contained shall be considered as limiting the amounts that shall be accrued hereon when advanced to protect the safety of 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.

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, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such taxes 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

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325873-13

MORTGAGE

Box 403

GARCIA

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
5316 W. 35TH STREET
CICERO, ILLINOIS 60650

Loan No. 12-64897-05

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statutory period during which it may be claimed. Mortgagee shall, however, have the discretion to sue at any time to take or to obtain possession of said premises without affecting the lien thereof. Mortgagee shall have all powers of any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

B. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the insolvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect 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 sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency deemed whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien herein.

C. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural, that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 26TH

day of MAY, A.D. 1992 ALICIA GARCIA IS SIGNING THE MORTGAGE
FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD
(SEAL) ALICIA GARCIA RIGHTS (REAL)
(SEAL) ALICIA GARCIA (SEAL) (SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

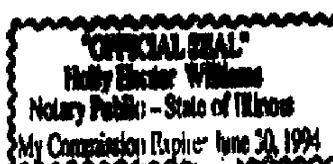
I, The Undersigned, a Notary Public in
JESUS M. GARCIA, MARRIED TO
ALICIA GARCIA AND ALICIA GARCIA
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person whose name are subscribed to the foregoing instrument,
appeared before me this day in person, 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 all
rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 26TH day of MAY, A.D. 1992.

Hector M. O. Wells
Notary Public

MY COMMISSION EXPIRES 6/30/94

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAIG FEDERAL BANK FOR SAVINGS XXXXXX
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639



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J All administrative costs, salaries and payments to staff members for the use of an occupancy or land property, or any part thereof, whether and when due to amounts paid in connection with the administration thereof, and to the extent that the same are paid by virtue of any title or interest therein held by the lessee, shall be deemed to be a deduction from the rent payable by the lessee under the lease, unless the lessor has given notice in writing to the lessee specifying the amount of such deduction, and the lessee has given notice in writing accepting the same.

1. In case the metropolitan property, or any part thereof, shall be taken by condemnation, the litigants in such action may be paid for any property, in full or in part, to the credit of the metropolitan corporation, and the balance, if any, shall be delivered to the metropolitan corporation, or to the proper and responsible officer of any property so damaged, provided that any action over the amount of the indemnities shall be limited to the damage suffered thereby, or to the proper and responsible officer of the metropolitan corporation.

H. That measure to the best of the Board may satisfy the requirements of the Minnesota Statutes to any corporation which may desire to do business or other legal service in the State.

(C) This time is of the essence because if it defaults he would be liable to pay damages for non-delivery of the goods. The seller has the right to claim damages upon delivery of the goods. The seller can claim damages for non-delivery of the goods.

A. THAT IN THE EVENT THE OWNERSHIP OF AND POSSESSION OF ANY PORT STOCKS OR OTHER INFORMATION HELD IN A POSITION OTHER THAN THE MARKETPLACE, WHICH MIGHT DAMAGE, HARM, OR OTHERWISE HARM THE INTERESTS OF THE STOCKHOLDER, AND MAY NOT BE IN THE BEST INTEREST OF THE STOCKHOLDER, TO PURCHASE THE STOCKS OR OTHER PROPERTY HELD IN THE POSITION.

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced or otherwise, or at a later date, and to secure any other amount or payment which may be needed in the course of this matter;

(c) Other mortgagors may be substituted or added to the original mortgagee by the substitution of another person or persons in the place of the original mortgagee, provided that all the covenants, conditions and stipulations of the original mortgagee, shall remain in force and effect.

is the best guarantee against such a result. The first and most important step is to identify the potential risks and vulnerabilities. This can be done through a thorough risk assessment process, which involves identifying the assets that need to be protected, the threats that could compromise them, and the likelihood and impact of each threat. Once these risks are identified, appropriate measures can be taken to mitigate them. This may involve implementing physical security measures, such as locks and surveillance cameras, or technical measures, such as firewalls and encryption. It is also important to have a clear emergency plan in place, so that employees know what to do if a threat is detected or if there is a breach. In addition, it is important to regularly review and update the security measures to ensure they remain effective against new threats. By taking these steps, organizations can help protect their sensitive information and prevent data breaches.