

UNOFFICIAL COPY MORTGAGE

92 698 493

THIS INDENTURE WITNESSETH: That the undersigned
ZENON CASTRO and JUANA CASTRO, his wife

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
STATE OF ILLINOIS

a corporation organized and existing under the laws of the
referred to as the Mortgagee, the following real estate, situated in the County of
in the State of Illinois, to wit:

LOT 7 IN DIXON'S SUBDIVISION OF SOUTH 1/2 OF BLOCK 1 IN ASSESSOR'S DIVISION
OF NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COMMON ADDRESS: 3146 S MORGAN CHICAGO, ILL. 60608
PIN# 17-32-266-047-0000

The mortgagor shall not suffer 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, appurtenances, fixtures or equipment which may be found
in or upon 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-door 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, 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
THIRTY ONE THOUSAND DOLLARS AND NO/100'S Dollars (\$ 31,000.00), which note,
together with interest thereon as provided by said note, is payable in monthly installments of
FOUR HUNDRED THIRTY FIVE DOLLARS AND 85/100'S DOLLARS (\$ 435.85)
1ST day of each month commencing with OCTOBER 1, 1992 until the entire sum is paid.

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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.

MORTGAGE

Box

MAIL

TO

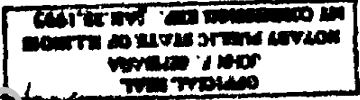
WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO 4869 S ARCHER CHICAGO, ILL 60608

Loan No.

1096-1

BOX 333 - TH

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My Commission Expires JANUARY 23 1995

GIVEN under my hand and Notarial Seal, this 11TH day of SEPTEMBER, A.D. 19 92 before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as personally known to me to be the same person(s) whose name(s) is (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

DO HEREBY CERTIFY that JOHN F. GEMBARA County of COOK State of ILLINOIS a Notary Public in and for said county, in the State aforesaid, ZENON CASTRO and JUANA CASTRO, his wife

day of SEPTEMBER A.D. 19 92 (SEAL) (SEAL)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 11TH

the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items... (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 covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become part of the proceeds of sale of said premises; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys for any purpose not to do any act hereunder; and that Mortgagee 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 Mortgagee at a later date, or at a later date, or having been advanced, shall have been repaid in part and further advances 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 amounts that may be added to the mortgage indebtedness under Section A(4) above, or for either purpose; (3) That time is 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 other lien or charge upon any of said property, or upon the benefit of his creditors or if his property be assigned to the Mortgagee, or if the Mortgagee 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 Mortgagee abandon any of his property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien, to declare, to declare, to declare, to declare, to declare, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the amount of sale all expenses and interest together with interest thereon at the rate of FIFTEEN & ONE HALL PER CENT per annum, which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence to bidders 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 Mortgagee 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) proceedings 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) proceedings for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding which might affect the premises 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, placed suit or proceeding which might affect the premises 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, placed suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

B. MORTGAGOR FURTHER COVENANTS:

15.50