

UNOFFICIAL COPY

When this instrument is recorded, the County Clerk shall issue a certificate of recording...  
92977504

DEPT-01 RECORDINGS \$23.00  
T00000 TRAN 4787 12/29/92 10:25:00  
#328 # 92-77504  
COOK COUNTY RECORDER

MORTGAGE DATE  
09-20-92

This Space Reserved for Recorder's Use Only

REAL ESTATE MORTGAGE AND ASSIGNMENT OF REAL ESTATE MORTGAGE  
(ILLINOIS INDIRECT-NOT FOR PURCHASE MONEY)

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW.

MORTGAGOR(S)		MORTGAGEE	
NAME(S)		NAME(S)	
Alberto Trevino		Better Built Lumber Supply Co	
Victoria Trevino			
ADDRESS		ADDRESS	
1151 N. Kedzie		17300 S. Cass St.	
CITY		CITY	
Chicago		Chicago	
COUNTY	STATE	COUNTY	STATE
Cook	Illinois	Cook	Illinois

WITNESSETH:

That whereas, the Mortgagor(s) are justly indebted to the Mortgagee upon the Retail Installment Contract of even date, in the sum of Four Thousand Six Hundred Forty Six and 00/100 (\$4646.00) dollars, payable to the order and delivered to the Mortgagee, in and by which contract the Mortgagor(s) promise to pay (the said sum as follows:

In 36 installments of \$129.08 beginning 30 days after completion date as indicated on the completion certificate and continuing on the same day of each successive month thereafter until paid in full, and all of said indebtedness is made payable at such place as the holders of the Retail Installment Contract may from time to time, in writing appoint, and in the absence of such appointment, then at the office of Calumet National Bank, 6231 Mohmen Avenue, Hammond, Indiana 46320.

Now, therefore, the Mortgagor(s) in consideration of the concurrent extension of credit, and in order to secure the prompt payment of said Retail Installment Contract, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the Mortgagor(s), do(es) hereby MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns, all and singular the real estate situated, lying and being in the County of Cook State of Illinois, hereby releasing and waiving all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained, said real estate known and described as follows, to-wit:

PROPERTY DESCRIPTION

Lot 38 in Block 12 in Mills and Sons Subdivision of 92977504 Block 3,4,5 and 6 in Resubdivision of Blocks 1 and 2 in Foster's Subdivision of the East 1/2 of the Southeast 1/4 of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Pin. # 16-03-405-003

Commonly known as 1151 N. Kedzie Chicago Ill

#23.00 E

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together with all and singular the tenements, hereditaments, privileges and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also the right, title, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Illinois, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or in any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the Mortgagor(s) expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Illinois, acceptable to the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure by any insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge the Mortgagor(s) with the premium therefor, or to add such premium to the indebtedness of the Mortgagor(s), and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

If Mortgagee elects to waive such insurance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagor(s) agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagor(s) further agree: to pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof, provided that if Mortgagor(s) fail to make any of the foregoing payments, the Mortgagee, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding it to the indebtedness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to interfere into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to come in or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the performance of any of the conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any installments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at the Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by the enforcement of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding which may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the labor made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of the rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude its exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

STATE OF Illinois )  
COUNTY OF Cook ) SS:  
Before me, the undersigned, a Notary Public in and for said County and State, on this 26th day of Sept 1992 personally appeared Alberta Trevino and acknowledged the above and foregoing mortgage. Witness my Signature and Notarial Seal.  
Victor J. Trevino  
Notary Public, State of Illinois  
My Commission Expires 6/1/97

IN WITNESS WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written  
ALBERTA TREVINO (Seal)  
Victoria Trevino (Seal)  
Mortgagee VICTOR J. TREVINO (Seal)

**ASSIGNMENT OF MORTGAGE**  
FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within MORTGAGE to Calumet National Bank, 6231 Hohman Avenue, Hammond, Indiana 46320.  
IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST:  
By: \_\_\_\_\_ Title \_\_\_\_\_  
By: \_\_\_\_\_ Title \_\_\_\_\_  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:  
Before me, a Notary Public, in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ personally appeared the above named \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ to me well known, and acknowledged the above and foregoing assignment. WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
DELORE  
CALUMET NATIONAL BANK  
P.O. BOX 88  
HAMMOND, IN 46325  
INSTALLMENT LOAN DEPT.  
My Commission Expires: \_\_\_\_\_