

Name:  
**COMMERCIAL CREDIT LOANS, INC.**  
 800 NORTH CASA AVENUE  
 CHICAGO, ILLINOIS 60610

# UNOFFICIAL COPY

160007786

DEPT-01 RECORDINGS

T-1111, TRIN 2912, 01-06-92, 15821300

SPACE ABOVE THIS LINE FOR  
RECORDED USE - 92-007786

COOK COUNTY RECORDER

**MAIL TO**

## MORTGAGE

THIS MORTGAGE is made the 26th day of November 1991, between Victor N. Hernandez and Adela Hernandez (hereinafter referred to as "Mortgagor"), whose address is 2248 N. Lamon Chicago, IL 60639,

and Norm's Heating & Air Conditioning, Inc.

(herein Mortgagee), whose address is 1918 Main St., Melrose Park, IL 60160.

WHEREAS, Victor N. Hernandez & Adela Hernandez (hereinafter referred to as "Borrower") is indebted to Mortgagor in the amount of principal and interest of \$ 6,421.68 which indebtedness is evidenced by a Retail Installment Contract dated 11-26-91 and covenants in the recitals thereto (herein "Contract") with the balance of the indebtedness, if not sooner paid, due and payable on 12-16-94.

IN CONSIDERATION OF, and to secure to Mortgagee the repayment of, the indebtedness evidenced by the Contract, with Finance Charge thereon as set forth in the Contract, to secure the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and to secure the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, and convey to Mortgagee, the following described property located in the County of Cook, State of Illinois:

**THE NORTH 12 FEET OF LOT 6 AND THE SOUTH 18 FEET OF LOT 5 IN BLOCK 3 IN JENNINGS'S SUBDIVISION OF THE LOT 2 IN COUNTY CLERK'S DIVISION OF THE EAST 3/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 13-33-212-025**

**COMMONLY KNOWN AS: 2248 N. LAMON, CHICAGO, ILLINOIS.**

which has the address of 2248 N. Lamon Street, Chicago, Illinois (City)

Illinois 60639 (Zip Code) *Property Address*

TOGETHER with all the improvements, fixtures, and personalty thereafter erected or to be erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Mortgagor covenants that Mortgagor lawfully owns all of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to the following covenants:

Mortgagor and Lender covenants as follows:

**1. Payment of Indebtedness.** Mortgagor shall promptly pay, whenever the indebtedness evidenced by the Contract

**2. Taxes, Assessments, and Charges.** Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may affect the same. Mortgagee shall have the right to make payments of ground rents, if any.

**3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under this Mortgage, Deed of trust or other security agreement with a lessor, which has priority over the Mortgage, including Mortgagor's covenants and obligations when due.

**4. Hazard Insurance.** Mortgagor agrees that the improvements, if any, existing on the property described above, shall be insured against hazards included within the term extended coverage, and such hazard as Mortgagor may require and in such amounts and for such periods as Mortgagor may require.

After notice given to Mortgagor, Mortgagor may require Mortgagor to obtain a hazard insurance policy acceptable to Mortgagor and, if required, Mortgagor may require Mortgagor to pay the premium therefor. Mortgagor may require Mortgagor to obtain a fire insurance policy acceptable to Mortgagor. Mortgagor shall, if requested, furnish a copy of any insurance policy or certificate of insurance to Mortgagor. This paragraph is for the benefit of the Lender only and is not a covenant to be performed by Mortgagor.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and to Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

If the Property is damaged by fire or other casualty, Mortgagor shall respond to Mortgagee within 30 days from the date notice is made by Mortgagee to Mortgagor that the insurance carrier has failed to make payment to Mortgagor. Mortgagor is authorized to collect and apply the insurance proceeds of Mortgagee's option either to restoration or repair of the Property or to the payment of the debt secured by this Mortgage.

**5. Preservation and Maintenance of Property; Compliance With Regulations.** Mortgagor shall keep the Property in good order and shall not commit waste or permit damage or impairment to the property, and shall comply with the requirements of any lease of the Mortgaged property or a lessee of the Mortgaged property, or a unit in a condominium or planned unit development, or a portion thereof, or a cooperative unit in a condominium or planned unit development, under the declaration and documents creating and governing the condominium or planned unit development, and the condominium or planned unit development, and the condominium or planned unit development documents.

**6. Protection of Mortgagee's Security.** Mortgagor shall not violate the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced against Mortgagor or the Mortgaged property, then Mortgagor, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorney fees, and take such action as is necessary to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon at the Contract Rate, shall be one additional indebtedness of Mortgagor secured by this Mortgage. If the amounts disbursed by Mortgagee under this paragraph, plus other terms of payment, such amounts, shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action hereunder.

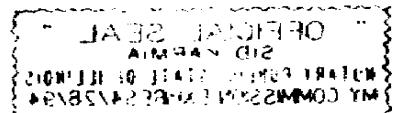
**7. Inspection.** Mortgagor may, at reasonable times, inspect and inspect and inspect the Property, provided that Mortgagor shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

**8. Condemnation.** The proceeds of any award or sum for damage, whether consequential, in connection with any condemnation or other taking of the Property or part thereof, or for cancellation of the lease, or any other proceeding, shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lessor which has priority over this Mortgage.

**9. Mortgagor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagor to any successor or interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagor shall not be required to commence or proceed with such action or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagor in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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**10. Liability of Parties.** The covenants and agreements herein contained shall bind, at the right of action, all persons holding or claiming title to the Property to Mortgagor and Mortgagee, subject to the provisions of Paragraph 11, and the covenants and agreements herein contained shall bind all persons who co-signs this Mortgage, but does not execute the Contract, and signers of Mortgage, only to the debt, provided, however, that the Mortgagors interest in the Property to Mortgagee under the terms of this Mortgage, or, if so personally liable on the Contract, over the Mortgage, shall not be affected by the signature of any other Mortgagor hereunder, may agree to extend, modify, renew or increase another agreement or instrument, or to release the Mortgagee from the obligation of the Mortgage, and without releasing that Mortgagor or modifying this Mortgage, as to that Mortgagor's interest in the Property.

**11. Governing Law; Severability.** The state and/or law applicable to the Mortgagor and to the law of the place where the property is located, shall control, except that if the Contract specifies the law of a different jurisdiction as governing the law, shall be the applicable law, notwithstanding the intent of the parties, as to the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of the default law of the State of Illinois to the extent that any provision of this Mortgage or the Contract conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Contract which do not conflict with the conflicting provision, and to this end the provisions of this Mortgage and the Contract are intended to be severable. As aforesaid, costs and expenses, including attorney fees, include all sums to the extent not prohibited by applicable law or limited herein.

**12. Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagor may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option, shall not preexist, but by Mortgagee's written consent, to be Federal Law as of the date of this Mortgage.

If Mortgagor exercises this option, Mortgagor shall give Mortgagee notice of acceleration. The notice shall specify the amount due, the date the notice is delivered or mailed within which Mortgagor must pay all sums required by this Mortgage. If Mortgagee fails to pay these sums prior to the expiration of the period, Mortgagee may invoke any remedies permitted by the Mortgage, without further notice or demand on Mortgagor.

**13. Acceleration; Remedies.** Except as provided in paragraph 12, in the event of Mortgagor's breach of any covenant or agreement of Mortgagor in the Contract or this Mortgage, including the non-payment of any sum due under this Mortgage, or if Mortgagee's option to accelerate all or some portion of the sums secured by this Mortgage to be immediately due and payable within further notice and time may become due, the Mortgagee, by judicial process, may foreclose the same, in such proceeding, all expenses of foreclosure, including, but not limited to reasonable attorneys' fees, and costs of enforcement, including, but not limited to, the reporter's fees.

**14. Mortgagee's Right to Allow Mortgagor to Reinstate.** Notwithstanding Mortgagor's non-completion of the covenants contained in this Mortgage or in Mortgagor's breach, Mortgagor may in Mortgagor's total discretion, discontinue any proceeding begun by Mortgagee to enforce this Mortgage, at any time prior to entry of a judgement enforcing this Mortgage, if (a) Mortgagor pays Mortgagee all sums which would be due under this Mortgage, and the creditor shall be entitled to receive of the Mortgagor, in addition to Mortgagor's cure all breaches of any other covenants or agreements of Mortgagor contained in the Mortgage, or (b) Mortgagor avails of a reasonable expense to attorney, Mortgagor, in reducing the covenants and agreements of Mortgagor contained in this Mortgage, and Mortgagor, waives Mortgagor's warranties as provided in Paragraph 13, excepting, but not limited to, the attorneys' fees provided for in Paragraph 13, and (c) Mortgagor takes such action as Mortgagee may reasonably require to assure that the rest of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums, secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. The rights granted in this Paragraph 14 in no way be construed as allowing Mortgagor to reinstate, if Mortgagor's will, being understood that such reinstatement is totally within the discretion of the Mortgagee.

**15. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 13 hereof, or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 12 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a Court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payments of the cost of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receivership bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**16. Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage, without charge to Mortgagor. Mortgagor shall pay all costs of recording, if any.

**17. Waiver of Homestead and Exemption Rights.** To the extent permitted by law, Mortgagor hereby waives and transfers to Mortgagee any homestead or other exemption rights granted under applicable state or federal law, with respect to the Property.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Mortgagor and Mortgagee request the holder of any mortgage, deed of trust, deed to secure debt, or other encumbrance with a lien which has priority over this Mortgage to give notice to Assignee, **Commercial Credit Loans, Inc.**, c/o the office address of the registered agent of Assignee on file with the Illinois Secretary of State, Corporation Division, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above-mentioned

*Norma M. Hernandez*  
\_\_\_\_\_  
*Edward J. Hell*  
Witness

*Victor M. Hernandez*  
\_\_\_\_\_  
*Adela Hernandez*  
Mortgagor

STATE OF ILLINOIS, \_\_\_\_\_ Cook \_\_\_\_\_ County ss

I, Sid Karmia, Notary Public in and for said county and state, do hereby certify that Victor M. Hernandez & Adela Hernandez, (145267-2, # 146-Fe) are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as the free voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal this  
19 91  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/28/94

My Commission expires

November

*Sid J. Karmia*

**ASSIGNMENT**

Cook  
STATE OF ILLINOIS, \_\_\_\_\_ County ss

**Norm's Heating & Air Conditioning, Inc.**, the holder (Mortgagee) of the foregoing Mortgage, in consideration of the sum of \$4,800.00 received from **Commercial Credit Loans, Inc.** ("Assignee") on this 30th day of December 1991, assigns all its right, title and interest in and to said Mortgage and the Note and debt described therein to Assignee.

Signed, sealed and delivered in the presence of

Mortgagor

*Oprence R. Saenger*

**ACKNOWLEDGEMENT FOR INDIVIDUAL(S)**

STATE OF ILLINOIS, \_\_\_\_\_ Cook \_\_\_\_\_ County ss

The foregoing ASSIGNMENT was acknowledged before me this 30th day of December, 1991, by  
Norman R. Saenger, President  
of Norm's Heating & Air Conditioning, Inc.  
a D. Illinois, corporation  
on behalf of the corporation

My Commission expires  
\_\_\_\_\_  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/28/94

(SEAL)

Notary Public

I, \_\_\_\_\_ Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing ASSIGNMENT, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed and delivered the said ASSIGNMENT as the free voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal this \_\_\_\_\_ day of  
19

My Commission expires

(SEAL) Notary Public