

UNOFFICIAL COPY

Name: COMMERCIAL CREDIT LOANS, INC.
Address: 600 NORTH CASS AVENUE, SOUTH CASS PLAZA, WESTMONT, ILLINOIS 60090

DEPT-01 RECORDINGS \$23.50
141111 TRAN 2912 01-06792 15121100
SPACE ABOVE THIS LINE FOR RECORDERS USE - 92-007786
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE is made this 26th day of November 1991 between Victor N. Hernandez and Adela Hernandez (Husband & Wife) (herein "Mortgagor"),

whose address is 2248 N. Lamon Chicago, IL 60639 and Norm's Heating & Air Conditioning, Inc. (herein "Mortgagee") with an address 1918 Main St., Melrose Park, IL 60160

WHEREAS Victor N. Hernandez & Adela Hernandez (Husband & Wife) (Borrower) is indebted to Mortgagee in the amount including principal and interest of \$ 6,421.68 which indebtedness is evidenced by a Retail Installment Contract dated 11-26-91 and renewals thereof (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 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 Chicago Illinois 60639 (herein "Property Address")

TOGETHER WITH all the improvements now or hereafter 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) and hereinafter referred to as the "Property"

Mortgagor covenants that Mortgagee shall have a quiet enjoyment of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered except for the mortgages and liens of Mortgagor covenants that Mortgagee warrants and will defend generally the title to the Property against all claims and demands, subject to the exceptions hereinafter stated

Mortgagor and Mortgagee agree that the covenants shall be:

- 1. Payment of Indebtedness. Mortgagee shall promptly pay when due the indebtedness evidenced by the Contract
2. Taxes, Assessments, and Charges. Mortgagee shall promptly pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may affect the title to the Property and the assessed payments of ground rents, if any
3. Prior Mortgages and Deeds of Trust; Charges; Liens. Mortgagee shall perform all of Mortgagee's obligations under any deed of trust or other security agreement with a lien which has priority over the Mortgagee's interest in the Property including Mortgagee's obligations to make payments when due
4. Hazard Insurance. Mortgagee shall keep the property insured against fire and other hazards including fire, lightning, explosion, theft, windstorm, hail, flood, and other hazards included within the term "hazard" as defined in the policy. Mortgagee may require and cause to be obtained and maintained by Mortgagee any other insurance which Mortgagee may require

When a mortgagee pays a claim which is the responsibility of Mortgagee and the mortgagee is not satisfied with the amount of the claim or the form acceptable to Mortgagee, Mortgagee shall pay the amount of the claim and the mortgagee shall be bound by the terms of the mortgagee's security agreement with a lien which has priority over the Mortgagee's

In the event of loss, Mortgagee shall give prompt notice to the insurance carrier and to Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagee. If the Property is damaged by Mortgagee or Mortgagee's agent, Mortgagee shall respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagee that the insurance carrier has refused to pay the claim or the amount of the claim is less than the amount of the claim or the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or the amount of the claim.

5. Preservation and Maintenance of Property; Compliance With Regulations. Mortgagee shall keep the Property in good repair and shall not commit waste or permit deterioration or impairment of the Property or the title thereto, or the title to the Property with the proceeds of any loan secured by the Mortgagee or of the leasehold of the Mortgagee, or a and in a condemnation or a planned unit development project. Mortgagee shall perform all of Mortgagee's obligations, under the declaration and covenants constituting and governing the condominium or planned unit development project, laws and regulations and the condominium or planned unit development, and covenants documents.

6. Protection of Mortgagee's Security. Mortgagee shall perform the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced against Mortgagee, the title to the Property, then Mortgagee at Mortgagee's option upon notice to Mortgagee may make such appearances, disburse such sums as may be necessary to protect Mortgagee's interest

Any amount advanced under Mortgagee's obligation to Mortgagee with interest thereon at the Contract Rate shall become additional indebtedness of Mortgagee secured by this Mortgage. If Mortgagee and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagee requesting payment thereof. Nothing contained in this Mortgage shall require Mortgagee to incur any expense or take any action hereunder

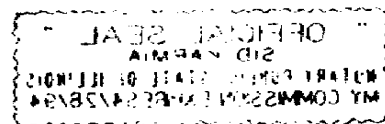
7. Inspection. Mortgagee may make inspection or cause to be made, as may be made, entry upon and inspection of the Property, provided that Mortgagee shall give Mortgagee notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property

8. Condemnation. The proceeds of any award or benefit for damage, destruction or consequential loss in connection with any condemnation or other taking of the Property or part thereof or for easements or for the assumption of the benefits, as aforesaid, and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over the Mortgagee

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 Mortgagee to any successor in interest of Mortgagee shall not operate to release in any manner, the liability of the original Mortgagor and Mortgagee's successors in interest. Mortgagee shall not be required to commence proceedings against such borrower or release 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 Mortgagee's successors in interest. Any forbearance by Mortgagee 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 as to the rights hereunder the Mortgagor and Mortgagee...

11. Governing Law; Severability. The state and/or laws applicable to this Mortgage shall be the laws of the State of Illinois...

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...

13. Acceleration; Remedies. Except as provided in paragraph 11 hereof, in the event of Mortgagee's breach of any covenant or agreement of Mortgagee...

14. Mortgagee's Right to Allow Mortgagor to Reinstatement. Notwithstanding Mortgagee's acceleration of this mortgage due to Mortgagee's breach...

15. Assignment of Rents; Appointment of Receiver. As additional security for the performance of Mortgagee's obligations...

16. Release. Upon payment of all sums secured by this Mortgage Mortgagee shall release this Mortgage without charge to Mortgagor...

17. Waiver of Homestead and Exemption Rights. To the extent permitted by law Mortgagor hereby waives and transfers to Mortgagee...

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

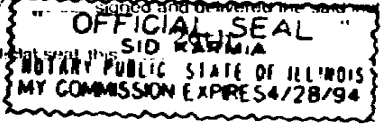
Mortgagor and Mortgagee request the holder of any mortgage, deed of trust, deed to secure debt, or other encumbrance with a lien which has priority over this Mortgage...

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

Edward H. Held (Mortgagor) and Adela Hernandez (Mortgagee) signatures and witness signatures.

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 (Husband & Wife) personally known to me...



Given under my hand and official seal this 30th day of December 1991. My Commission expires...

ASSIGNMENT

STATE OF ILLINOIS, Cook 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...

Signed, sealed and delivered in the presence of Mortgagor Norman R. Saenger.

ACKNOWLEDGEMENT FOR CORPORATION

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 corporation on behalf of the corporation.



My Commission expires... Given under my hand and official seal this 30th day of December 1991. My Commission expires...

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

STATE OF ILLINOIS, Cook County ss

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) subscribed to the foregoing ASSIGNMENT, appeared before me this day in person, and acknowledged that signed and delivered the said ASSIGNMENT as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of December 1991. My Commission expires...