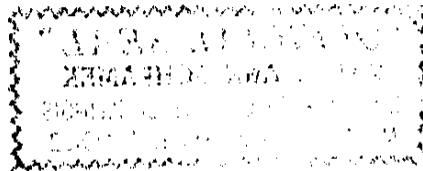




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Property of Cook County Clerk's Office

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MORTGAGE

92022455

04100 41013

THIS INDENTURE WITNESSETH: That the undersigned

TEOFIL ROGOCKI AND HELENA ROGOCKI, his wife and

FRANK SPREITZER AND IRENE SPREITZER, his wife

of the City of Chicago County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

PUBLIC SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

Lot 59 (except that part of said Lot lying south of a line drawn from a point in the East Line of said lot 4.0 feet north of south east corner thereof and running northwesterly across said Lot to a point on the west line of said lot 5.33 feet north of southwest corner of said lot) in Berman and Wessel's Sub-division of Lot 7 in James Gillett's Subdivision of Lot 7 in James Gillett's Subdivision of the West half of the Southwest half of Section 2, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3342 West 47th Street, Chicago, Illinois.

DIN# 1902-301-040-0000

EXHIBIT "A"

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THIS INSTRUMENT WAS PREPARED BY Denise Meyers Public Savings and Loan Association of Chicago 1422 W. ARCHER AVE. CHICAGO, ILL. 60638

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 blind, 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 FORTY THOUSAND AND NO/100ths Dollars (\$40,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of THREE HUNDRED THIRTY THREE AND NO/100ths or more DOLLARS (\$333.00 or more) on the first day of each month, commencing with July 1, 1971 until the entire sum is paid.

In the event of a sale, transfer, or exchange of the premises herein by the mortgagors the whole of said principal shall become due and payable without notice at the option of the legal holder hereof.

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.

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