

UNOFFICIAL COPY

01/29/92 00149 P-01

514

92094314

MORTGAGE

NAME AND ADDRESS OF MORTGAGOR		NAME AND ADDRESS OF MORTGAGEE	
Paula Castro and Juan Castro, her husband 1920 N. Ridgeway Chicago, IL 60647		ITT Financial Services 89 W. Rand Road Arlington Heights, IL	60004
DATE OF MORTGAGE	MATURITY DATE	AMOUNT OF MORTGAGE	FUTURE ADVANCE AMOUNT
02/12/92	02/18/02	\$23,347.41	-0-

WITNESSETH, that mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the amount shown above, together with interest thereon, doth by these presents mortgage and warrant unto mortgagee, forever, the following described real estate located in Cook County, State of Illinois, hereby retaining and waiving all rights under and by virtue of the homestead exemption laws of this state, to wit:

Lot 35 in Nieman's Subdivision of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 or the Southwest 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel No. 13-05-303-030

DEPT-01 RECORDING \$27.50
F22222 DRAH 8028 02/18/92 00:54:00
#0559 : B 92-02222-7-4
COOK COUNTY RECORDER

THIS IS A JUNIOR MORTGAGE

This mortgage shall also secure advances by the Mortgagee in an amount not to exceed the amount shown above as Future Advance Amount. Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, awnings, shade curtains, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances annexed to the property above described, all of which is referred to herein after as the "premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes, and upon the conditions and uses herein set forth.

The mortgagor hereby covenants that the mortgagor is seized of a good title to the mortgaged premises in fee simple, free and clear of all liens and encumbrances, except as follows:

Mortgage to Security Federal Savings and Loan Association in the principal amount of \$64,530.00 dated January 15, 1991 and recorded January 18, 1991 as Document 91028955 and Assignment of Rents recorded January 18, 1991 as Document 91028956.

The mortgagor will forever warrant and defend the same to the mortgagee against all claims whatsoever.

DIVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee indebtedness as expressed in the above described Note secured hereby, according to the terms thereof and all renewals and extensions thereof, and all other said and future indebtedness of mortgagor to mortgagee (except subsequent consumer credit loans and direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness being herein collectively referred to as the "indebtedness hereby secured," and shall make all other ments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and be void, no mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be apportioned for taxation and to together without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against mortgage or the indebtedness hereby secured and on the premises described in this mortgage, including every mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand bills showing the due payment thereof, thereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage by reason of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the full insurable value of the premiums thereon when due and to comply with insurance provisions, if any, in insurance companies approved by the mortgagee, with payable to the mortgagee as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee at par value, less expenses of collection, shall, at the mortgagor's option, be applied on the indebtedness hereby secured, whether or not, or to the creation of the mortgaged premises.

The mortgagor further covenants with the mortgagee: (1) to pay the indebtedness hereby secured, (2) to keep the mortgaged premises in good habitable condition and repair, (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage, (4) not to commit waste nor suffer waste to be committed on the mortgaged premises, and (5) not to do any act which shall impair the value of the mortgage premises.

case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises so insured, the avoid policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may

pay such defaults and all costs advanced for that purpose shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and made part of the indebtedness secured hereby, to a interest at the maximum legal rate allowed by Illinois statute and for a lien upon the real estate

described herein.

In branch or non-performance of any of the former conditions, covenants, warranties, or promises by the mortgagor contained herein, or default of any evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgagee and without further notice or demand, become immediately due and payable.

The mortgagor waives all rights to possession of and income from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgagor further agrees that upon commencement of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises, including household chattel, and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises, during the pendency of said action and until expiration of any redemption period, and may order such rents, issues and profits, when so ordered, to be applied first to the receiver's expenses, including expenses incurred for necessary repairs, for the payment of insurance premiums, taxes, and reasonable compensation for services, and for commissions due the receiver, with the balance thereafter being paid to the mortgagor. Any money so paid to the receiver may be deducted from the amount of the indebtedness hereby secured, and the remainder of the indebtedness may be deducted at the rate of one-half percent per month, or such other rate as may be prescribed by law, on the amount of the indebtedness remaining at the time of the filing of the action to foreclose this mortgage in connection with the foreclosure hereof, including documentary evidence and all other expenses or disbursements, if any, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding.

The mortgagor in an Illinois corporation or a foreign corporation pleasure to do buy the State of Illinois, mortgagee hereby waives any and all rights of action from such under any order or decree of foreclosure of this mortgage fully, on behalf of the mortgagor and, to the extent permitted by law, on behalf of any person or party acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage.

UNOFFICIAL COPY

All terms, conditions, covenants, warranties and promises herein shall be binding upon the heirs, legal representatives, successors, and assigns of the mortgagor and shall accrue to the benefit of the mortgagee, the mortgagor's successors, and assigns. Any provisions hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof.

The Debtor shall be released from all liability under this Note if it has paid in full the principal amount due hereon, plus interest accrued thereon, and all other amounts due hereunder.

Any award of damages under condemnation for injury to, or taking of, any part of said mortgaged premises is hereby assigned to mortgagee with authority to apply or release the damages received, as above provided for insurance loss proceeds.

III WITHIN WHEREOR, this mortgage has been executed and delivered this 12th day of February in 92

Report and subject in the presence of:

MORTGAGOR(S):

Page 2

(Sun)

Paula Castro

(Type name)

15

Juan Castro

Hypothesis

15eAll

Digitized by srujanika@gmail.com

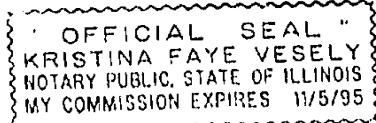
40

600-1000

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS)
County of ... Cook)
) US.

Personally came before me this . 12TH day of February . 1992 , the above named Paula Castro
and Juan Castro, her husband, . To me known to be the persons) who executed
for funeral expenses and acknowledged this sum as his (or their) true and voluntary act, for the uses and purposes therein set forth



240000

Слово о Правде

Max Comprehension exercise

CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
County of)
SS.

Personally came before me this _____ day of _____, 19_____, President and
Secretary, of the above named
corporation, to be known to be such persons and officers who do execute and acknowledge that they executed the same as such officers as the free and
voluntary deed of such corporation, by its authority, for the uses and
purposes therein mentioned.

Return Recorded Document To
ITT Financial Services
39 W. Rand Road
Arlington Heights, IL 60004

Notary Public, County Illinois

My Camomile Garden

**THIS INSTRUMENT WAS DRAFTED BY Attorney Ronald O. Roeser, 920 Davis Road, Elgin, IL
From information supplied by ITT Financial Services 60123**