

92094314

MORTGAGE

NAME AND ADDRESS OF MORTGAGOR Paula Castro and Juan Castro, her husband 1920 N. Ridgeway Chicago, IL 60647		NAME AND ADDRESS OF MORTGAGEE ITT Financial Services 89 W. Rand Road Arlington Heights, IL 60004	
DATE OF MORTGAGE 02/12/92	MATURITY DATE 02/18/92	AMOUNT OF MORTGAGE \$23,347.41	FUTURE ADVANCE AMOUNT -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, do hereby present this mortgage and warrant unto mortgagee, forever, the following described real estate located in Cook County, State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of Illinois, to wit:

Lot 35 in Nieman's Subdivision of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of 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. 13-35-303-030

DEPT-01 RECORDING \$27.00  
14222 FROM 8028 02/18/92 16:54:00  
0559 13 # 922-15213 14  
COOK COUNTY RECORDER

THIS IS A JUNIOR MORTGAGE

This mortgage shall also secure advances by the Mortgagee in the 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, shades, awns, eads and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, and air-conditioning equipment used in connection herewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances standing to the property above described, all of which is referred to hereinafter 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, PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note secured hereby according to the terms thereof, and all renewals and extensions thereof, and all other debt and future indebtedness of mortgagor to mortgagee (except subsequent consumer credit cards and direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness begin herein collectively referred to as the "indebtedness hereby secured," and shall make all other covenants and perform all other terms, conditions, covenants, warranties and promises herein contained, if any of these presents shall cease and be void in whole or in part, the mortgagor covenants that the interests of the mortgagee and of the mortgagee in the premises shall be deemed for taxation and all other purposes without separate valuation, and to pay before they become delinquent all taxes and assessments levied or assessed or levied against the premises or the indebtedness hereby secured and on the premises described in this mortgage, including every mortgage interest which this mortgagee has or is deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand a receipt showing the due payment thereof, hereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage on account 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 thereof to pay the premiums thereon when due and to comply with continuation provisions, if any, in insurance companies approved by the mortgagee, with any payable to the mortgagee as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee. Proceeds, less expenses of collection, shall, at the mortgagee's option, be applied on the indebtedness hereby secured, whether or not, or to the satisfaction 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 repairable 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 mortgaged premises. In 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 mortgagee may deposit, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may repair and cure such defaults and all sums advanced for that purpose shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and form part of the indebtedness hereby secured, and the interest at the maximum legal rate allowed by Illinois statute and hereinafter provided shall be added thereto.

In the event of non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein, as said herein or by any other 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 hereby 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 operation of any redemption period. Mortgagee further agrees that upon commencement of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises, including the interest thereon, 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 received, be applied first to the receiver's expenses, including expenses incurred for necessary repairs, for the payment of insurance, premiums, taxes, and other charges, and for commissions due the receiver, with the balance thereof being paid to the mortgagor. The mortgagor agrees to pay all expenses and disbursements paid or incurred by the receiver in connection with the foreclosure hereof including, but not limited to, reasonable attorney's fees, abstracting or life insurance fees, and other charges, and all other expenses and disbursements, and all such expenses and disbursements shall be an additional lien upon the mortgaged premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings.

The mortgagor, in an Illinois corporation or a foreign corporation licensed to do business in the State of Illinois, mortgagee hereby waives any and all rights of appeal from 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.

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