

This instrument was prepared by

Name: **COMMERCIAL CREDIT LOANS INC**
688 NORTH CASS AVENUE
OGDEN CASS PLAZA
Address: **WHEATMONT, ILLINOIS 60688**

Chicago, IL 60610 **92211133**

UNOFFICIAL COPY

SPACE ABOVE THIS LINE FOR RECORDING USES

\$23.00

DEPT. OF RECORDING
18444 TRAM 5701 03/30/97 15:38:00
43201 # D * - 92 - 211133
COOK COUNTY RECORDER
FRANCISCO PINA &

MORTGAGE

THIS MORTGAGE is made this 9th day of MARCH 1992 between LOURDES PINA (HIS WIFE) whose address is 1454 N. SPRINGFIELD, CHICAGO IL 60651 and S LOE-ALL AMERICA, INC (herein "Mortgagee") whose address is 5354 W IRVING PK. ROAD, CHICAGO IL 60641 WHEREAS FRANCISCO & LOURDES PINA (HIS WIFE) as indebted to Mortgagee in the amount, including principal and interest, of \$ 6,784.80 which indebtedness is evidenced by a Retail Installment Contract dated 3-9-92 and extensions and renewals thereof (herein "Contract") with the balance of the indebtedness not sooner paid, due and payable on 4-26-92

IN CONSIDERATION OF and to secure to Mortgagee the repayment of the indebtedness evidenced by the Contract with interest (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 Mortgagee herein contained, Mortgagee does hereby mortgage, grant, and convey to Mortgagee, the following described property located in the County of Cook State of Illinois

LOT 47 IN BLOCK 4 IN HOSMER AND MACKAY'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5, 6, 12, 13, 14, 15, AND 16 IN SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

COMMONLY KNOWN AS: 1454 N. SPRINGFIELD, CHICAGO, ILLINOIS.

P.I.N. # 16-02-109-023

which has the address of 1445 N. SPRINGFIELD, CHICAGO, IL 60651 Illinois 60651 (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) are hereinafter referred to as the "Property"

Mortgagee covenants that Mortgagee is lawfully seized 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. Mortgagee covenants that Mortgagee warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

- Mortgagee and Lender covenant and agree as follows:
- 1. **Payment of Indebtedness.** Mortgagee shall promptly pay when due the indebtedness evidenced by the Contract.
- 2. **Taxes, Assessments, and Charges.** Mortgagee shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach prior to this Mortgage, and leasehold payments or ground rents, if any.
- 3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagee shall perform all of Mortgagee's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagee's covenants to make payments when due.
- 4. **Hazard Insurance.** Mortgagee shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require.

All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgagee clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortgagee shall give prompt notice to the insurance carrier and to Mortgagee. Mortgagee may have a right of loss if not made promptly by Mortgagee. If the Property is abandoned by Mortgagee, or if Mortgagee fails to respond to Mortgagee within 30 days from the date of loss as claimed by Mortgagee to Mortgagee that the insurance carrier offers to settle a claim for insurance benefit, Mortgagee is authorized to collect and apply the insurance proceeds for the Mortgagee's action either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. **Preservation and Maintenance of Property; Compliance With Regulations.** Mortgagee shall keep the Property in good repair and shall not commit waste or permit demolition, impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagee shall perform all of Mortgagee's obligations under the declaration and covenants creating and governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and the applicable documents.

6. **Protection of Mortgagee's Security.** If Mortgagee fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagee, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 6, with interest thereon at the Contract rate, shall become additional indebtedness of Mortgagee secured by this Mortgage. Unless 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 Paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections 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 claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned 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 this Mortgage.

9. **Mortgagee Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification or 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 Mortgagee and Mortgagee's successors in interest. Mortgagee shall not be required to commence proceedings against such successor 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 Mortgagee 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.

Handwritten initials and signature: 33-03-E
R

NOTICE OF OFFICIAL COPY

10. Liability of Parties. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor...

11. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located...

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 12 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Contract...

14. Mortgagee's Right to Allow Mortgagor to Reinstale. Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage due to Mortgagor's breach...

15. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property...

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

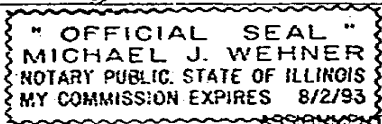
17. Waiver of Homestead and Exemption Rights. To the extent permitted by law, Mortgagor hereby waives and transfers to Mortgagee any homestead or other exemption rights...

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...

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above-mentioned. [Signatures of Michael J. Wehner and Francisco & Lourdes Pina]

STATE OF ILLINOIS, Cook County ss: I, Michael J. Wehner, Notary Public in and for said county and state, do hereby certify that Francisco & Lourdes Pina (HIS WIFE) personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument...



STATE OF ILLINOIS, Cook County ss: Side-All America, Inc. the holder (Mortgagee) of the foregoing Mortgage, in consideration of the sum of \$ 4,600.00 Commercial Credit Loans, Inc. ("Assignee") on this 26th day of March, 19 91, assigns all of its right, title, and interest in and to said Mortgage and the Note and debt described therein to Assignee.

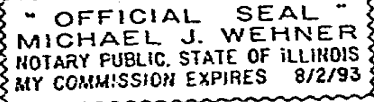
Signed, sealed and delivered in the presence of: Michael J. Wehner

Mortgagee: [Signature] By: [Signature]

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF ILLINOIS, Cook County ss:

The foregoing ASSIGNMENT was acknowledged before me this 26th day of March, 19 92, by Richard Rosett of Side-All America Inc a corporation, on behalf of the corporation.



My Commission Expires: [Signature] (SEAL) Notary Public

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

STATE OF ILLINOIS, 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 19 day of

My Commission expires. (SEAL) Notary Public

9221133