

# UNOFFICIAL COPY

01-64276-02

This instrument was prepared by

RICHARD J. JAHNS  
INVEST

5133 W. FULLERTON AVENUE

CHICAGO IL 60639

## MORTGAGE

92338094

THIS MORTGAGE was made this 3RD day of APRIL 1992, between the Mortgagor, JAVIER MEDINA, DIVORCED AND NOT SINCE REMARRIED

wherein (Mortgagee) was the Mortgagee, CPAGEN FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, whose address is 5133 WEST FULLERTON - CHICAGO, IL 60639 (herein "Lender")

wherein (Mortgagor) is indebted to Lender in the principal amount of ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED AND NO/100

Dollars, which indebtedness is evidenced by Promissory Note dated APRIL 3 1992, bearing 12% interest per month, with interest on principal and interest, if not paid, to be added to the principal, until APRIL 3 2007.

IN WITNESS WHEREOF, Lender, in fulfillment of the indebtedness evidenced by the Note, with interest thereon, the payment of which is secured by the mortgage herein, has caused a certified copy hereof to be recorded in the public records of Cook County, Illinois, to the effect herein contained, and the repayment of the indebtedness evidenced by the Note, as provided herein, is a condition precedent to the release of the property herein mortgaged by Lender pursuant to paragraph 21 hereof. Therefore, Lender has hereunto granted and conveyed to Lender the following described property located in the County of Cook, State of Illinois:

LOT 221 AND THE WEST 5 FEET OF LOT 228, JAMES AND GILBERT'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PERMANENT NDE # 13 05 135-043

92338094

92338094

DEPT-01 RECORDING \$27.00  
42333 TRAM 5208 05/15/92 15:39:00  
42397 \*92-338094  
COOK COUNTY RECORDER

J.M.

wherein the address of the property is 2836 S. DIVERSE

CHICAGO

60647

herein "Property Address"

(City)

(State and Zip Code)

TO HAVE AND TO HOLD the improvement, now or hereafter erected on the property, and all easements, rights, franchises, appurtenances, and claims, and profits, water, water rights, and water stock, and all fixtures, and all other things, and all other interests, which, including replacement, and additions, thereto, shall be deemed to be part and parcel of the property, covered by this Mortgage, and all of the foregoing, together with said property, and the same, and the title to the Mortgage, and the leasehold, are herein referred to as the "Property."

Lender, in consideration of the sum of money advanced to the Mortgagor, hereby conveyed and has the right to mortgage, grant and convey the property, and the property is unencumbered, and that Lender will warrant and defend generally the title to the property, against all claims and demands, subject to any declarations, easements or restrictions, and other encumbrances, and to any mortgage or any title insurance policy insuring Lender's interest in the property.

Illinois

COOK COUNTY INSTRUMENT

Box 403

Handwritten signature or initials





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66053003

19) prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 21760.00.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage ~~without charge~~ to Borrower. Borrower shall pay all costs of recordation, if any.

24. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

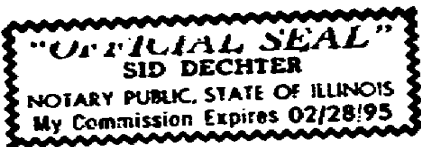
*Javier Medina*  
JAVIER MEDINA  
Borrower  
-Borrower-  
-Borrower-  
-Borrower-  
-Borrower-

STATE OF ILLINOIS, COOK County, Illinois.  
Sid Dechter a Notary Public in and for said county and state, do hereby certify that  
JAVIER MEDINA, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ his \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3RD day of APRIL, 19 92.

My Commission expires \_\_\_\_\_



*Sid Dechter*

RETURN TO BOX 403

Space Below This Line Reserved For Lender and Recorder