

8/20/07  
Case # 73-55-6112 F-1

# UNOFFICIAL COPY

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Mortgage

(Individual Form)

Loan No. 5995-7

## THE UNDERSIGNED,

JUAN MEZA and ELODIA MEZA, his wife And  
IGNACIO MEZA, a bachelor And MARIA ELENA RODRIGUEZ, a spinster  
of City of Chicago . County of Cook . State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to  
**UNIVERSAL SAVINGS AND LOAN ASSOCIATION**

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

Lot Nine (9) in Block Four (4) in McMahan's Subdivision of the West Half (1/2) of the  
West Half (1/2) of the South East Quarter (1/4) of Section Twenty Four (24), Township  
Thirty Nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, in  
Cook County, Illinois and commonly known as 1821 South California Avenue, Chicago,  
Illinois.

PTN # 16-24-407-007-000

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This instrument is a simple agreement of the parties, where no power or authority is given or hereafter exerted thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in storage or otherwise, which are used for cooking, heating, lighting, air conditioning, water, light, power, refrigeration, ventilation, or other services, and any other thing now or hereafter therein or thereon attached, fastened or otherwise connected thereto, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-and-out beds, swing doors, and the fixtures and fittings which are the debt, the same to be retained by the party of the first part in case of sale of said real estate whether physically attached thereto or not, and also together with all equipment, machinery, tools, and fixtures of whatever nature which may be attached thereto, or which are duly marked, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby authorized to the receipt of any damages, tenancies and owners paid off by the proceeds of the loan hereby secured.

This instrument is a simple agreement of the parties, including improvements, fixtures, apparatus, equipment, and with all the rights and privileges thereunto belonging, and is binding upon the parties for the time herein defined, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagee does hereby release and waive.

The amount of principal advanced to the Mortgagee to the date of the Mortgagee bearing even date herewith in the principal sum of  
**THIRTY FIVE THOUSAND and No/100----- Dollars**  
\$ 35,000.00

1, which sum, together with interest thereon as therein provided, is payable in monthly installments of

**THREE HUNDRED EIGHTY ONE and 49/100----- Dollars**

\$ 381.49, commencing the 1st

day of

May

13 92

April 1, 2007

which amounts are to be advanced to the Mortgagee at the time of principal until said indebtedness is paid in full.

At any time subsequent to the making of this instrument, the Mortgagor may advance to the Mortgagee, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall the Mortgagee receive an advancement in excess of the original sum, together with such additional advances, in a sum in excess of **THIRTY FIVE THOUSAND and No/100----- Dollars \$ 35,000.00**, the amount of which sum contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of the indebtedness with which this instrument secures the Mortgagee.

The performance of all the covenants and covenants of the Mortgagor to the Mortgagee as contained herein and in said Note.

## THE MORTGAGOR COVENANTS:

At any time and from time to time, to pay and hold in trust for the Mortgagee, all taxes, rents, water charges, and sewer service charges against said property in addition thereto for the payment thereof due, and to furnish the Mortgagee with a receipt for payment thereof, and to cause to be conclusively deemed valid for the purpose of this requirement, (1) To keep the improvements, fixtures and other personal property, insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance against such hazards as the Mortgagee may require, and such deductible as is fully paid up in case of foreclosure, until expiration of the period of exemption for the insurance policies so required, (2) To keep the property in good repair, and to cause to be kept in good repair all buildings, structures and improvements so all as to satisfy the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of time, and to cause to be kept in good repair the property so as to make it marketable, and to furnish the Mortgagee with the payoff of the certificate of sale, power of sale, and other documents of title, and to cause to be furnished to the Mortgagee, and in case of loss under insurance, the Mortgagee is authorized to adjust, collect and negotiate with respect to all claims, demands and causes of action, and to execute and deliver to the benefit of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and assurances required to be furnished by the Mortgagee, and to cause to be furnished to the Mortgagee all necessary documents, receipts, and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is entitled to deduct from the monthly payments on account of the indebtedness thereby secured, in its discretion, but monthly payments shall not be less than one hundred dollars (\$100.00) per month, and if any of the monthly payments on account of the indebtedness shall be less than one hundred dollars (\$100.00) per month, the same shall be deducted from the monthly payment on account of the indebtedness, and the balance of the monthly payment on account of the indebtedness shall be paid to the Mortgagee, and in case of destruction or damage to the building and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter made, and prevent, and if necessary to repair, the same, and to deduct from the monthly payments secured thereby the proceeds of any insurance covering such destruction or damage. (3) To keep said property in good repair, and to cause to be kept in good repair, and to furnish to any mechanic or contractor engaged in repairing or maintaining the same, a certificate of payment for all labor and materials expended on account of value by an act or omission to act. (4) To comply with all requirements of law with respect to mortgaged property, and to cause to be made, at the option of the Mortgagee, of the whole or part of the indebtedness being first had and obtained, (a) any use of the property for any purpose other than that for which it was originally intended, or (b) any assignment, or (c) any transfer, or (d) any alteration, or (e) any improvement, or (f) any change in the character of the property, or (g) any lease or rental of the property, or (h) any purchase on conditional sale, sale or agreement under which the lessee or tenant in the event of any appraisal, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. To render immediate payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted by the Mortgagee, to pay to the Mortgagee, at the option of the Mortgagee, the amount of any such taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum equivalent to one-twelfth of the amount of the indebtedness, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds on its own funds for the payment of such items of indebtedness as aforesaid, and when so held, to be paid to the Mortgagee when the same become payable, if the amount estimated to be sufficient to pay said items is not sufficient, the Mortgagee is entitled to deduct from the monthly payments on account of the indebtedness, and to cause to be paid to the Mortgagee, in a single payment or in such amounts as the Mortgagee may direct, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged in bills with the current utility companies.

C. To pay any sums advanced by the Mortgagee, or may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the same or thereon may be added to the monthly debt, and to increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness, or, if all of the term of this note and the date of the maturity of the same shall have been fully run, if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and another for such advance, or such notes may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this instrument and the original note and contract shall remain in full force and effect, and the original note and contract shall be construed as including all advances.

D. That in case of default in the performance of the covenants of the Mortgagee, the Mortgagee may do on the part of the Mortgagee, to do anything so necessary to secure the payment of the indebtedness, and to do any act it may deem necessary to do, and the Mortgagor will remain liable for any moneys paid and disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon, and the same to be paid to the Mortgagee, and the same to be added to the unpaid balance of the note hereby secured by this mortgage with the same priority as the original indebtedness, and may be used to pay the same, and the same to be paid to the Mortgagee, and the same to be added to the unpaid balance of the note hereby secured by this mortgage with the same priority as the original indebtedness, and nothing herein contained shall be construed as requiring the Mortgagor to advance any moneys for any purpose, but to do any act or thing necessary to secure the payment of the indebtedness, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That in case of any default in the payment of the monthly payments, or any other amount shall have been advanced to the Mortgagee, indebtedness under the terms of this mortgage contract, and to pay any other amount so advanced, that may be added to the mortgage indebtedness under the terms of this mortgage contract.

