

UNOFFICIAL COPY

Ill. B. & L. League 1948 Form No. 1 (Rev. 1-1-78)

MORTGAGE

93471161

THIS INDENTURE WITNESSETH: That the undersigned,

JAMES E. COSTA AND GALE R. COSTA, HIS WIFE,

of the CITY OF CHICAGO County of COOK, State of Illinois,
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

COMMUNITY SAVINGS BANK

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

Lots One (1) and Two (2) (except the South Fifteen (15) feet of Lot Two (2) in Block Thirty-Three (33) in Hulbert's Milwaukee Avenue Subdivision being a Subdivision in The West Half (W $\frac{1}{2}$) of the South East Quarter (SE $\frac{1}{4}$) of Section Twenty-Five (25), Township Forty-One (41) North, Range Twelve (12) East of the Third Principal Meridian;

Permanent Index Number: 09-25-409-048.

Property Commonly Known As: 7456 N. Oleander Avenue - Chicago, Illinois 60631.

DEPT-91 RECORDINGS \$25.00
T#9999 TRAN 9000 06/21/93 10:37:00
#2464 # *—93—47 1 1 6 3
COOK COUNTY RECORDER

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-d or beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general, exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of EIGHTEEN THOUSAND AND NO/100 Dollars (\$ 18,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of THREE HUNDRED SIXTY-FOUR AND 98/100 Dollars (\$ 364.98) on the FIRST day of each month commencing with AUGUST 1, 1993 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained,

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MORTGAGE

JAMES E. COSTA & GALE R. COSTA
7456 N. OLIVER AVENUE

CHICAGO, ILLINOIS 60631

TO

COMMUNITY SAVINGS BANK
4801 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60641

Property of Cook County Clerk's Office

Loan No.1337-2,6

1911/466

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certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural, that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) If the Mortgagor sells and conveys said property or any part thereof, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable immediately, and the acceptance of payments upon said indebtedness shall not constitute a waiver of the right to demand immediate repayment, until the Mortgagee has been notified in writing of such sale and conveyance.

This instrument prepared under
the supervision of
Cook County Clerk's Office
Chicago, Illinois 60641

This instrument prepared under
the supervision of
Cook County Clerk's Office
Chicago, Illinois 60641

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 3RD day of JUNE A. D. 1993

James E. Costa (SEAL) _____ (SEAL)
JAMES E. COSTA
Gale R. Costa (SEAL) _____ (SEAL)
GALE R. COSTA

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

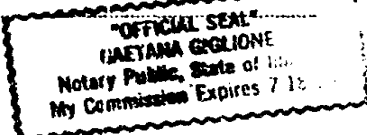
I, Gaetana Gaglione, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that JAMES E. COSTA AND GALE R. COSTA, HIS WIFE,

personally known to me to be the same person(s) whose name(s) (X) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this 4th day of JUNE A. D. 1993

My Commission Expires _____

Gaetana Gaglione
Notary Public



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which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, out-

9.000%

decrease of sale all expenditures and expenses together with interest thereon at the rate of ...

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may ...

(6) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee ...

(7) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf ...

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That if the Mortgagee shall incur any personal liability because of anything it may do or omit to do hereunder ...

(2) To keep and premises in good condition and repair, without waste, and free from any mechanics, or other lien ...

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises ...

(4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed ...

(5) To keep and premises in good condition and repair, without waste, and free from any mechanics, or other lien or claim of lien ...

(6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act or omission to act ...

(7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof ...

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due ...

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