

UNOFFICIAL COPY FORM 6

MORTGAGE ILLINOIS

21023-24 93487875

THIS INSTRUMENT made 5/6 19 93 between

Joel & Alicia Mandujano

4049 S Francisco Chicago, IL (NO AND STREET) (CITY) (STATE)

herein referred to as Mortgages, and SOUTH CENTRAL BANK & TRUST COMPANY 555 WEST ROOSEVELT ROAD CHICAGO, ILLINOIS 60607 (NO AND STREET) (CITY) (STATE)

DEPT-01 RECORDING \$23.50
TW0888 TRAN 3904 06/25/93 08:52:00
#0186 # 93-487875
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

herein referred to as Mortgagee, witnesseth

THAT WHEREAS the Mortgages are justly indebted to the Mortgagee upon the Retail Installment Contract dated 7/23 19 93 in the Amount Financed of FOUR THOUSAND FIVE

Hundred And No /100 DOLLARS (\$ 4,500.00), payable to the order of and delivered to the Mortgagee, in and by which contract the Mortgages promise to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed in accordance with the terms of the Retail Installment Contract from time to time unpaid in 17 monthly installments of \$ 116.81 each beginning 6/20 19 93 and a final installment of \$ 116.81 6/20 19 97 together with interest after maturity at the Annual Percentage Rate stated in the contract, and all of said indebtedness is made payable at such place as the holders of the contract may from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at South Central Bank & Trust Company, 555 W Roosevelt, Chicago, Illinois 60607

NOW, THEREFORE, the Mortgages to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, to be performed, do by these presents CONVEY AND WARRANT unto the Mortgagee and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 4d in the Resubdivision of that part of Lots 5 and 6, lying South of the North 5 Chain thereof, the East 1/2 of the Northwest 1/4 of section 1, Township 38 North Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER: 19-01-120-015
ADDRESS OF PREMISES: 4049 S Francisco
PREPARED BY: Chris Rodriguez, 555 W Roosevelt, Chicago, Illinois 60607

which, with the property hereinafter described, is referred to herein as the premises. TOGETHER with all improvements, covenants, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgages may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon and thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single source or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, draperies and windows, floor coverings, under beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgages or their successors or assigns shall be considered as constituting part of the real estate.

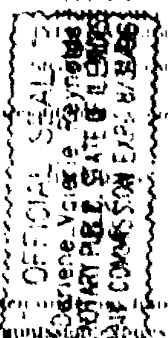
TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgages do hereby expressly release and waive.

The premises are record owners: Joel & Alicia Mandujano. This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgages, their heirs, successors and assigns. Witness the hand and seal of Mortgages the day and year first above written.

Joel Mandujano (Seal) Alicia Mandujano (Seal)

Notary Public in and for Cook County, Illinois. I, the undersigned, a Notary Public in and for said County of Cook, in the State aforesaid DO HEREBY CERTIFY that Joel & Alicia Mandujano personally known to me to be the same person as whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that it is his signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Notary Public in and for Cook County, Illinois. 6th day of May 19 93. [Signature]



UNOFFICIAL COPY

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic work other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the contract; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagee shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holder of the contract duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagee shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holder of the contract, under insurance policies payable in case of loss or damage to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the contract may, but need not, make any payment or perform any act theretofore required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances if any, and purchase, discharge, compromise or settle any tax lien or other lien or claim, the lien or claim, the lien or claim, from any tax sale or forfeiture, all on the said premises or on any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holder of the contract to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice, in action of Mortgagee or holder of the contract, shall nevertheless be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgages.

5. The Mortgagee or the holder of the contract hereby secured making any payment hereof by authorized or unauthorized persons and assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without responsibility to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or other claim thereon.

6. Mortgagee shall pay each item of indebtedness hereincovenanted, when due, according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgages, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable immediately in the case of default in making payments or any installment in the contract, or if when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. Where the indebtedness hereby secured shall be secured, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred on behalf of Mortgagee or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stamp duties, charges, publication costs and costs which may be incurred as a result of the sale, after entry of the decree of foreclosure, all such abstracts of sale, title search and examinations, guarantee policies, fire and title insurance, and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonably necessary, other to process, see and be satisfied or to evidence to holders, at any sale which may be had pursuant to said decree, the true condition of the title to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be so much additional indebtedness secured hereby and shall be immediately due and payable, when paid or incurred by Mortgagee or holder of the contract, in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff or defendant, by reason of this Mortgage or any indebtedness hereby secured, or in the preparation for the commencement of any suit for the foreclosure hereof, after a grant of such right to foreclose, whether or not actually commenced or in preparation for the commencement of any threatened suit or proceeding which might affect the premises or the security for the debt or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, all other items which under the terms hereof constitute secured indebtedness, additionally, that is not covered by the contract; third, all other indebtedness, if any, remaining unpaid on the contract; fourth, any surplus to Mortgagee, their heirs, assigns or representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this mortgage the court to which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the absence or non-residence of Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be the receiver's or a trustee's or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to sell the premises, income and profits of said premises during the pendency of such foreclosure suit, and the net proceeds of such sale and a decree thereon during the term of such period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the maintenance of the premises, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the proper possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands or payment in whole or in part of (1) The indebtedness secured hereby, or by any other mortgage on any tax special assessment or other lien which may be or become superior to the lien hereof for foreclosure, provided that in applying the same to the foreclosure sale (2) the deficiency, in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would be a good and available to the party interposing same in an action at law upon the contract hereby secured.

11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If Mortgagee shall sell, assign or transfer any right, title or interest in said premises or any part thereof, without the written consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said contract or this mortgage to the contrary notwithstanding.

ASSIGNMENT

FOR VALUABLE CONSIDERATION Mortgagee hereby sells, assigns and transfers the within mortgage to

Date

Mortgagee

By

FOR REPRODUCERS WITH A BUSINESS USE SUBJECT TO ADDRESS OF ADVERTISING BUREAU PROPERTY ID: 83

This Instrument Was Prepared by

Name

Address

93457575

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Y

NAME

SOUTH CENTRAL BANK & TRUST COMPANY

NUMBER

555 WEST ROOSEVELT ROAD

CITY

CHICAGO, IL 60607

INITIALS

OR