

93790011 UNOFFICIAL COPY
REAL ESTATE MORTGAGE

Calumet National Bank
P.O. Box 69
Hammond, IN 46325
Installment Loan Dept.

THIS INDENTURE, made this 17th day of September . 1993 .
between CALUMET NATIONAL BANK, Hammond, Indiana, as mortgagor, a national banking association with
principal offices situated in Hammond, Indiana and Carl G. Ortega and Susan L. Ortega, JT-HW

as mortgagor(s) of 17645 Roy St., Lansing, Cook County, Illinois . WITNESSETH:

THAT WHEREAS, in order to evidence their just indebtedness to the mortgagee in the total sum of
Twelve Thousand Five Hundred Fifty Five & 60/100 Dollars (\$ 12,555.60) for money loaned by the mort-
gagor, the mortgagor (s) executed and delivered their certain installment note, identified as Loan
Number , bearing date of the 17th day of September
1993 . payable in installments as thereby provided to the order of the mortgagee in Hammond, Indiana. ~~XX~~
~~XXXXXXXXXXXXXX~~ at the rate of
Eight and Three Quarters per cent. (8.75 %) per annum, payable on the time or times of
said installment of principal, and with interest after maturity at the highest rate for which it is now lawful to contract,
all with reasonable attorney's fees, said indebtedness being payable as follows:

In successive monthly installments of Two Hundred Nine and 26/100 dollars (\$ 209.26), commencing on the 17th day of October, 1993, and continuing on the corresponding day of each calendar month thereafter, to be applied first to interest on the unpaid balance due thereunder, ~~XXXX~~, and then to the principal due thereunder, until said note is paid in full, and providing that all indebtedness then remaining unpaid thereunder shall be due and payable on the 17th day of September, 1998, and with the privilege of making extra payments at any time.

NOW, THEREFORE, the mortgagor(s) in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the mortgagors, do hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the following described real estate situate, lying and being in the County of Cook and State of Illinois, free from all rights and benefits under and by virtue of Homestead Exemption Laws of the State of Illinois, which said rights and benefits the mortgagors expressly waive, to-wit:

Lots 15 and 16 in Block 6 in Aviation Addition, being a subdivision of all of Blocks 1 to 8 inclusive in Community Center Addition, a Subdivision of the East 1/2 of the West 1/2 of the Southwest 1/4 of Section 29, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Pin# 30-29-315-015

9-1280011

DEPT-01 RECORDING \$27.00
T#00088 TRAK 4807 10/04/93 13:24:00
#7863 4 - 93-790011
COOK COUNTY RECORDER

UNOFFICIAL COPY

MORTGAGE

(Illinois)

Loan No. |

TO

CALUMET NATIONAL BANK

HAMMOND, INDIANA

Notary Public

My commission expires:

19

GIVEN under my hand and official seal this

free and voluntary act and as the free and voluntary act and deed of said corporation for

executed the above and foregoing instrument on behalf of said corporation and caused its corporate seal to be affixed
as such

and

a corporation, and
acknowledged this
representative of

and

and

BEPORGE ME, the undersigned, a notary public in and for said County and State, personally appeared

STATE OF INDIANA, COUNTY OF LAKE, SS:

Notary Public

My commission expires:

19

day of

GIVEN under my hand and official seal this

free and voluntary act

and deed for the uses and purposes herein set forth

and acknowledged the execution of the above and foregoing instrument as

BEPORGE ME, the undersigned, a notary public in and for said County and State personally appeared

• SS:

, COUNTY OF

STATE OF

93790011

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7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits therefrom during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall have expired, and out of rents, issues and profits, to make necessary repairs and to keep the said premises in proper condition and repair, and to pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

8. That in case suit be brought to foreclose this mortgage an adequate and reasonable sum shall be allowed to the mortgagee in such proceeding for attorneys' fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

9. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien thereof or waive any rights accrued or that might accrue hereunder.

10. That this mortgage shall in all respects be construed by the laws of the State of Illinois, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assigns of the mortgagee.

11. That at such time as the Mortgagors herein shall convey title to the mortgaged property the entire principal balance and earned interest then due on said mortgage and note shall become immediately due and payable in full.

12. That whenever the mortgagor(s) shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not otherwise), and the mortgagor(s) shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

IN WITNESS WHEREOF, the mortgagor(s) executed this indenture, at Hammond, Indiana, under seal, the day and year first above written.

Carl Ortega (SEAL)

Carl G. Ortega (SEAL)

Susan Ortega (SEAL)

Susan L. Ortega (SEAL)

STATE OF INDIANA)
COUNTY OF LAKE) SS:

I, Mary Darrow, a Notary Public, in and for the County and State aforesaid, do hereby certify that Carl G. and Susan L. Ortega,

personally known to me to be the same person(s) whose name(s) 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 and deed 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 17th day of September, 1993.

Mary Darrow

Notary Public

My commission expires:

MY COMMISSION EXPIRES
October 4, 1996

This instrument prepared by: Diane H. Sobota, Vice President

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5. That in case the mortgagor (e) fail to pay any tax, assessments or specific assessments in kind reported and incurred as above provided, the mortgagee may pay such taxes, assessments or special assessments on said premises or may redeem said premises from sale for taxes, assessments or special assessments or procure issuance of tax certificate or may pay, receiver or discharge any claim, lien or encumbrance, or make repairs or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure issuance, and provide the title and possession thereof, in orders to preserve the property of the lien of this mortgage thereon, and may employ attorney's at law to perform any service connected with the mortgage, or to prosecute or defend any suit respecting or involving this mortgage or possession of said premises, and that all moneys paid for any such purpose and all moneys laid out by the title or payee of this mortgage and payable with interest thereon at the highest rate for which it is now lawful to contract, and become so much additional indebtedness, secured by this mortgage, and provided, however, that it shall not be obligatory upon the mortgagor to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments, or to pay any tax, assessments or specific assessments of the value of such repairs.

4. That the mortgagee(s) will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against damage by fire and windstorm, in such company or companies as may be satisfactory to the said mortgagee, and for such amount as the mortgagee may from time to time direct, free from co-insurance provisions in the policies of insurance which made payable to the mortgagee.

of every kind that may be levied upon said premises or any part thereof.

2. That the mortgage(s) will keep the building free from encumbrances, fixtures, improvements and betterments now or hereafter erected thereon, in as good condition as at the present time, and will neither permit
any card to diminish the value thereof.

1. That the mortgagee(s) will pay all the said note and indebtedness herein mentioned according to the terms and effect of said note, and will pay all sums of money hereby secured or intended to be secured all with reasonable

MOREOVER, the mortgagee's expressly covenanted and agreed with the mortgagor as follows: