

UNOFFICIAL COPY

(Individual Form)

Loan No. 01 67237-02

THE UNDERSIGNED,

GABRIEL DELGADO, A BACHELOR and NOEMI COLON, A SPINSTER

of CITY OF CHICAGO, County of COOK, State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

CRAGIN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS, to wit:

LOT 4 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 1 OF HAMBLETON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 3641 W. FULLERTON AVENUE, CHICAGO, ILLINOIS 60647.
PERMANENT INDEX #13-35-106-006

DEPT-01 RECORDING \$27.50
T#4444 TRAN 3499 02/02/93 16:25:00
\$4134 + *-93-086152
COOK COUNTY RECORDER

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, beds, beds, awnings, stoves and water heaters (all of which are intended to be and are hereby 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 as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release or waive.

TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of ONE HUNDRED FIVE THOUSAND AND NO /100 Dollars \$ 105000.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of ONE THOUSAND NINETY-SIX AND 44/100 Dollars \$ 1096.44 commencing the 1ST day of MARCH 19 93, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of ONE HUNDRED TWENTY-SIX THOUSAND AND NO /100 Dollars \$ 126000.00, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement, (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

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Property of Cook County Clerk's Office

Box 403 93086152

MORTGAGE

DELGADO, COLON

to.

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:
3641 W. FULLERTON AVENUE
CHICAGO, ILLINOIS 60647

Loan No. 01-67237-02

UNOFFICIAL COPY

statutory period during which it is allowed to be exercised, the Mortgagee shall have the right to take possession of the premises at any time to release 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 maintainable 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.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam, or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. 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 Mortgagee to require or 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 neuter 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.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 29TH

day of JANUARY, A.D. 19 93

Gabriel Delgado (SEAL) Noemi Colon (SEAL)
GABRIEL DELGADO NOEMI COLON
(SEAL) (SEAL)

STATE OF ILLINOIS

COUNTY OF Cook } ss.

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT GABRIEL DELGADO, A BACHELOR and NOEMI COLON, A SPINSTER

personally known to me to be the same person whose name is 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 all

rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 29TH day of JANUARY, A.D. 19 93.

"OFFICIAL SEAL"
MAYBELYN CUMBA
Notary Public, State of Illinois
My Commission Expires 8/26/96

Maybelyn Cumba
Notary Public

MY COMMISSION EXPIRES

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

OF CRAGIN FEDERAL BANK FOR SAVINGS

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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7 All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be...

8 In case the Mortgagee or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property...

9 That time of the season hereof and if default be made in performance of any covenant herein contained or in making any payment under said note...

10 That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest...

11 That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof...

12 This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage...

13 In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness...

14 To appear in and defend any proceeding which is instituted in the name of the Mortgagee or any part thereof...

15 To complete within a reasonable time any building or improvements now or at any time in process of erection upon the land...

16 Not to make, suffer or permit any unlawful use of or any maintenance to exist on said property...

17 To keep and maintain in good condition and repair, without waste, and free from any mechanic or other lien or claim...

18 To provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness...

19 To complete within a reasonable time any building or improvements now or at any time in process of erection upon the land...