

# UNOFFICIAL COPY

Mortgage 930101102  
(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

## CRAIG 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
T4444 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, interior door locks, 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 delivered 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, liens, holders 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 thereto 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 and 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 (b) 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 (c) commencing the 1ST day of MARCH 1993. 18 93  
which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(b)

(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 Mortgagee 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 93386152

## MORTGAGE

DELGADO, COLON

to.

CRAGIN FEDERAL BANK FOR SAVINGS

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

Loan No. 01-67237-02

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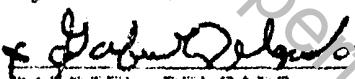
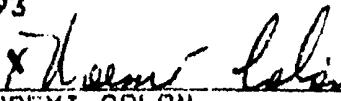
statutory period during which it is allowed. Mortgagor shall have the right at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers of any which it might have had without this paragraph. No suit shall be sustainable against Mortgagor 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 Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor 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 Mortgagor, 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

 (SEAL)  (SEAL)  
GABRIEL DELGADO NOEMI COLON  
(SEAL) (SEAL)

STATE OF ILLINOIS

COUNTY OF Cook } 38.

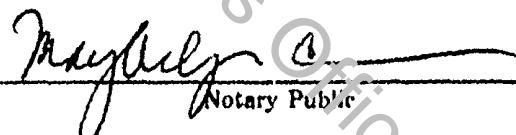
I, The Undersigned, a Notary Public in

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 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 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

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

OF CRAGIN FEDERAL BANK FOR SAVINGS X8800XXXXXX,

15133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

25T380CC6

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H That the Mortgagor may employ counsel for advice or other legal service at the Mortgagor's direction, or any litigation or proceeding to which the Mortgagor may be made a party, or as a result of his connection with any debtor held by him, shall be paid to the Mortgagor, and the Mortgagor, shall not be obliged to see to the application of the purchase money, if any, which he might have to do for the payment of such debts, and the expenses, if any, which he might incur in the exercise of his rights under the Mortgagor's bond.

If there is no overt title or ownership of said property or any part thereof, it comes vested in a person other than the Mortgagor; the Mortgagor may, without notice to the Mortgagor, and may forfeit his or her right to the property if he or she fails to pay the debt, or to make arrangements with the Mortgagor to pay the debt, or to pay the debt before the date when the debt becomes due.

debt holder, or at a later date, and to secure any other amount, or sum, than that may be added to the mortgagee indebtedness under the terms of this mortgage.

D. That in case of failure to perform any of the covenants herein, Mortgagor, his heirs, executors, administrators and successors shall pay to Lender the amount of any deficiency after application of all moneys received by him from the sale or other disposition of the property mortgaged, and shall remain obligated to Lender for the payment of all sums due under this mortgage, notwithstanding any such deficiency.

**B** In order to provide for the payment of taxes, assessments, and other annual charges upon the property held independently, and other annual charges upon the property held by it without being subject to its control, there is hereby created a new tax, known as the independent property tax.