

# UNOFFICIAL COPY

ON THE ORDER SHEET BOX NO. (CITY)

335296  
ZIP COOK

And this instrument to Conrad E. Falk, 79 W. Montross Street, Chicago, Illinois, 60603  
(NAME AND ADDRESS)  
This instrument was prepared by Conrad E. Falk, 79 W. Montross Street, Chicago, Illinois, 60603  
(NAME AND ADDRESS)  
I, \_\_\_\_\_ day of \_\_\_\_\_ 1993  
day of \_\_\_\_\_ 1993

I, the undersigned, a Notary Public in and for said County of Cook  
Marta Rodriguez, DIVORCED AND NOT SINCE REMARRIED  
Marta Rodriguez, DIVORCED AND NOT SINCE REMARRIED  
CONRAD E. FALK  
CONRAD E. FALK

State of Illinois, County of Cook  
Marta Rodriguez  
CONRAD E. FALK

Witness the hand  
Marta Rodriguez  
CONRAD E. FALK

The mortgage and the 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 the mortgagors, their heirs, successors and assigns.  
This mortgage consists of two pages. The mortgage, 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 the mortgagors, their heirs, successors and assigns.  
The name of a record owner is Marta Rodriguez and Juan A. Real.  
The mortgage is made by and for the joint and several use and benefit of the mortgagors, their heirs, successors and assigns, for the purposes and upon the terms set forth in the mortgage and the provisions appearing on page 2 (the reverse side of this mortgage) and by virtue of the mortgage, the mortgage, 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 the mortgagors, their heirs, successors and assigns.  
I, \_\_\_\_\_ day of \_\_\_\_\_ 1993

TO HAVE AND TO HOLD to the parties and their heirs, successors and assigns, for the purposes and upon the terms set forth in the mortgage and the provisions appearing on page 2 (the reverse side of this mortgage) and by virtue of the mortgage, the mortgage, 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 the mortgagors, their heirs, successors and assigns.  
I, \_\_\_\_\_ day of \_\_\_\_\_ 1993

Address of Real Estate: 1648 N. Albany, Chicago, Illinois

Permanent Real Estate Index Number(s): 13-36-325-019  
93355296

which, with the property hereinafter described, is referred to herein as the "premises".

THIS MORTGAGE IS SUBORNATE TO DOCUMENT RECORDED AS 93355295

Lot 4, in Block 6 in Johnston & Cox's Subdivision of the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

and being in the City of Chicago, Cook County, Illinois, to wit: \_\_\_\_\_ AND STATE OF ILLINOIS, to wit: \_\_\_\_\_

NOW THE BELIEF OF the mortgagors is that the performance of the covenants and agreements herein contained, by the mortgagors to be performed, and also in connection with the mortgage, and the performance of the covenants and agreements herein contained, do by these presents (CONVEY AND WARRANT) into the mortgage, and the mortgage, 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 the mortgagors, their heirs, successors and assigns, for the purposes and upon the terms set forth in the mortgage and the provisions appearing on page 2 (the reverse side of this mortgage) and by virtue of the mortgage, the mortgage, 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 the mortgagors, their heirs, successors and assigns.

10,500.00 DOLLARS  
TEN THOUSAND FIVE HUNDRED AND NO/100  
IN THE PRINCIPAL SUM OF  
THE MORTGAGORS ARE JUSTLY OBLIGED BY THE INSTRUMENT MADE OF EVEN DATE HEREAFTER, IN THE PRINCIPAL SUM OF

1046 N. Elston Chicago, Illinois	1648 N. Albany Chicago, Illinois
HERBERT BLACK, DIVORCED AND NOT SINCE REMARRIED	MARTA RODRIGUEZ, DIVORCED AND NOT SINCE REMARRIED
1046 N. Elston Chicago, Illinois	1648 N. Albany Chicago, Illinois
HERBERT BLACK, DIVORCED AND NOT SINCE REMARRIED	MARTA RODRIGUEZ, DIVORCED AND NOT SINCE REMARRIED

APPROVED AND FORWARDED: \_\_\_\_\_  
Notary Public in and for the County of Cook, Illinois

49000479/3

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1. The Mortgages shall be deemed to be made as of the date of the recording of this mortgage and shall be deemed to be made as of the date of the recording of this mortgage.

2. Mortgages 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 the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgages may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation, any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens between the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments or charges or liens to the Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagee covenant and agree to pay such tax in the manner required by any such law. The Mortgagee further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance company of money sufficient either to pay the cost of rebuilding or to indemnify the Mortgagee for the amount of loss or damage to the Mortgagee, and in case of insurance under insurance policy 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 the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default herein Mortgagee may, but need not, make any payment or perform any act heretofore 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 title or claim thereon, or redeem from any tax and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Mortgagee to protect the mortgagee's interest in the premises, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagee.

8. The Mortgagee making any payment hereunder authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy or assumptions, may do so according to any bill, statement or validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

9. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

10. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, advertisements, mortgages, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such matters of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary to or of the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) Mortgagee shall be a party, either as plaintiff, claimant or defendant, for the foreclosure hereon after receipt of such bill, statement or estimate, or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. 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 hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint 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 solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the name shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full maturity period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other power which may be necessary or are usual in such cases for the protection, 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 in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, when used herein and assigned to the successors and assigns of the Mortgagee named herein and the holder of the note, shall include the successors and assigns of the Mortgagee named herein and the holder of the note, from time to time, of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder of the note, from time to time, of the note secured hereby.

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