CIAI This metrument (Name) Midland Savings Bank FSB IUIS RIOS 206 Sixth Ave. Des Moines, IA 50309 OLGA RIOS Midland Savings Bank FSB 206 Sixth Avenue 2709 W MELROSE Des Moines, IA 50309-3951 LOAN # - 3360019606 CHICAGO, 60618 IL. MORTGAGOR MORTGAGER
"You" mashs the mortgages, its successors and essigns. "I" includes each mortgagar above REAL ESTATE MORTGAGE: For value repaired, I. LUIS RIOS and OLGA RIOS (HUSBAND AND WIFE) , murtgage and warrant to you to secure the payment of the secured debt described below, on , the real satate described below and all rights, exsements, appurtenances, rente, leases and existing and future improvements end fixtures (all called the "property"). PROPERTY ADDRESS: 2709 W METROSE CHICAGO ... , Illinois 60618 LEGAL DESCRIPTION THE WEST 15 FRET OF LOT 92 AND THE EAST 15 FEET OF LOT 93 IN BELMOAT AND ELSTON AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 40 NOFIT, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIPY, IN COOK COUNTY, ILLINOIS. DEPT-01 RECORDING \$23.00 PIN # 13-24-406-019 T#2222 TRAN 7705 08/31/94 15:53:00 49719 4 KB サータチーフるタタブチ COOK COUNTY RECORDER located in _COOK _ County, Illinois. TITLE: I covenant and werrent title to the property, except to (naumbrances of record, municipal and zoning ordinances, current taxes and essessments not yet due and _ SECURED DEST: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secure tidable as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage. The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.): Note, Disclosure and Security Agreement dates August 26, 1994 Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be accurate and will have priority to the same extent as if made on the date this mortgage is executed. All amounts owed under this agreement are secured even though not all amounts may yet be consequent. Future advances under the agreement are secured and will have priority to the same extent as if more on the date this mortgage is executed. The above obligation is due and payable on _September 1, 1999 if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal am un. of:

Twenty Five Thousand and 00/100

Dollers (\$ 25000. 25050.00 plus interest, plus any disbursements made for the payment of taxes, special excessments, or insurance on the ploperty, with interest on such disbursements. Veriable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof. TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by ms. Commercial Construction SIGNATURES: **HITE** RIOS **₩** ACKNOWLEDGMENT: STATE OF ILLINOIS, ... AUGUST, · E99QTy sa: 26TH The foregoing instrument was acknowledged before me this by LUIS RIOS and OLGA RIOS (HUSBAND AND WIFE) (Tiple(a)) Name of Corporation or Part VOD'No on behalf of the corporation or partnership 17 My commission expires:

5/4/94

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Ens Melera Replic State of Julipois N 643 (1-800-397-234).

My Commission Expires 5/4/98

"OFFICIAL SEAL" YERONICA C. WILSON

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UNOFFICIAL COPY

- 1. Payments: I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest end then to principal. If partial prepayment of the secured debt occurs for any resean, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title, I will pay all taxes, assessments, liens and ancumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or metorials to improve or maintain the property.
- 3 Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payer or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the demaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt end domaind immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retein the rents as long as I am not in default, if I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' feer, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the source debt as provided in Covenant 1.
- 8. Walver of Homestead, I harshy waive all right of homestead exemption in the property,
- 9. Lesseholds: Condominiums: Presed Unit Developments. I agree to comply with the provisions of any lesse if this mortgage is on a lessehold. If this mortgage is on a unit in z condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium of presed unit development.
- 10. Authority of Mortgages to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasor ab's manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from electing any of your other rights under the law or this mortgage.

Any emounts peid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 11. Inspection. You may enter the property to inspect to give me notice beforehend. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. I assign to you the proceeds of any award or rio'n for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided a Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver. By exercising any remedy averlable to you, you do not give u) your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability; Co-eigners; Successors and Assigns Bound A! duties under this mortgage are joint and several. If I co-eign this mortgage but do not co-sign the underlying debt ! do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make an interest in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and asygna of either or both of us.

15. Notice. Unless otherwise required by faw, any notice to me shall be given by delivering it in by mailing it by certified mail addressed to me at the Property Address or any other address that I tall you. I will give any notice to you by ce tified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated to ye.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor, if all or any part of the property or any interest in it is sold or transferred without your prior whitten consent, you may demand immediate payment of the secured debt. You may, also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Ralesse. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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