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MORTGAGE

This Mortgage is made this 13th day of September, 1995 between **MIGUEL MENDEZ** of 1718 West 51st Street, of City of Chicago, County of Cook, State of Illinois (hereinafter referred to as the "Borrower") and **FILIBERTO MAGALLANES, DAVID MAGALLANES and ELIAS MAGALLANES**, (hereinafter referred to as the "Lender.")

DEPT-01 RECORDING \$25.00
 T40011 TRAN 2449 10/10/95 16:09:00
 16:29 : RV *-95-687864
 COOK COUNTY RECORDER

Whereas Borrower is indebted to the Lender in the principal sum of **\$20,000.00** which indebtedness is evidenced by the Note dated September 13, 1995 and any renewals or extensions thereof. Said Note provides for monthly installments of principal and interest, which the balance of indebtedness if not sooner paid, due and payable on September 1, 2005.

Handwritten signature/initials

To secure the Lender the repayment of the indebtedness evidenced by the Note, Borrower hereby acknowledges and conveys a mortgage interest to the Lender in the following described property located in Cook County, State of Illinois.

LOTS 1 AND 2 IN JACOB AND BARBORA STECH'S SUBDIVISION OF LOTS 21, 22, 23, AND 24, AND 25, IN BLOCK 55 IN THE CHICAGO UNIVERSITY SUBDIVISION IN THE NORTH HALF OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX No: **20-07-225-051**

Box 260

(Hereinafter referred to as the "Property")

ATTORNEYS' TITLE GUARANTY FUND, INC.

which has the common address of **1900 West 51st Street, Chicago, Illinois** (hereinafter referred to as "Property Address").

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall pay and Lender shall accept payments as set forth in the attendant Note.
2. **Insurance and Taxes.** During the term of this Mortgage and the attendant Note, Borrower shall be responsible for the payment of all real estate taxes on the Property described herein. Borrower shall

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pay such taxes promptly and in a manner required by the County Assessor. Borrower shall maintain homeowners insurance of the described property in amount equal to the value of the buildings located on said Property. Any improvements to any of the existing buildings on said property or the building of a new structure shall be insured accordingly.

3. **Preservation of Property.** Borrower keep the Property in good repair where applicable and shall not commit waste. However, this obligation shall in no way be construed to prevent Buyer for tearing down existing structures and/or building new structures.

4. **Use of Property.** Nothing in the Mortgage nor the Note shall be construed to prevent the Borrower from renting the existing home or other structures on the Property to a third party. Such rental arrangements are the obligation of the Borrower to ensure that all covenants agreed to herein are kept. Any monies collected from such rental are the property of the Borrower, but at Borrowers direction may be assigned to the Lender to be used as a partial prepayment as described in the Note. Borrower may use the Property in any manner permitted by the village, township or county at the time of execution of this Mortgage in which the Property is situated so long as such use shall not have the effect of committing waste of the Property. In such use the Lender and Borrower agree that on a portion of this Property which is subject to this Mortgage and the Note, Borrower may, at Borrower's election place a road which shall act as an egress to a one acre parcel. This egress shall be allowed by the Lender and shall not be deemed waste or a prohibited act under this Mortgage.

5. **Ownership of Property.** Lender shall pass title to the Property subject to the Mortgage interest at the time of closing. Upon such conveyance, Lender shall have no right of entry on to the Property unless agreed to by the Borrower. Borrower has the right at any time during the term of this Mortgage to sell all or a portion of the Property described herein. Lender shall take no action to inhibit such a sale. However no such sale in any abrogates the duty and obligation to pay the Lender the Principal amount owed as set forth in this Mortgage and Note.

6. **Governing Law.** This Mortgage and the Note shall be governed and enforced according to the laws of the State of Illinois. Should any provision of this Mortgage or Note require judicial interpretation, the Borrower and Lender agree and stipulate that the Court interpreting or considering this Mortgage and Note shall not apply any presumption that the terms of this Mortgage or Note shall be more strictly construed against the Borrower who itself or its agents prepared the Mortgage or Note. The Borrower and Lender acknowledge that each has participated in the preparation of this Mortgage and Note either through drafting or review and that each has had full opportunity to consult legal counsel of choice before execution of this Mortgage and Note.

7. **Acceleration of Payments and Rights and Duties Pursuant to a Breach.** Except as provided for in the default provisions of the Note, there shall be no right of the Lender to acceleration of payments under this Mortgage or the Note. Should either the Borrower or the Lender breach the terms of this Mortgage or the Note, written notice of such breach must be given to the breaching party by the non-breaching party within ten days of the breach. Such notice shall specifically indicate the nature of the breach. The breaching party shall have thirty days to cure such breach. If the breach is cured, the

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terms and conditions of this Note and Mortgage shall remain in full force and effect as if no breach occurred. Should the breaching party fail to cure the breach, all rights in law and equity shall apply and the non-breaching party may be entitled to either specific performance of the Mortgage and Note, damages, costs and attorneys fees.

8. Release. Upon payment of all Principal sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower and shall return the original of this Mortgage to the Borrower with a notation indicating such release and Lender waiver of any residual claims or rights under this Mortgage and Note.

In consideration and acknowledgement of all the terms and conditions of this Mortgage securing the Note, this Mortgage is executed by the Borrower and Lender by affixing their signature below.

Miguel Mendez
Borrower

Borrower

Borrower

Lender

I, PETER BURBAN a Notary Public in and for said county and state, so hereby certify that **MIGUEL MENDEZ**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledges that they signed and delivered the said instrument as his free voluntary act, for the use and purposes set forth herein.

Given under my hand and official seal, this 13th day of September, 1995.

Notary Public

Cesar Velarde
"OFFICIAL SEAL"
CESAR VELARDE
NOTARY PUBLIC STATE OF ILLINOIS
EXPIRES 10/20/97

My Commission Expires October 20, 1995.

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