

UNOFFICIAL COPY

MORTGAGE

95271601

THIS INDENTURE WITNESSETH: That the undersigned

PETER J PIENIA & COLLEEN PIENIA, his wife

of the CITY OF CHICAGO County of COOK State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

WASHINGTON FEDERAL BANK for receiving

a corporation organized and existing under the laws of the STATE OF ILLINOIS hereinafter referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to wit:

THE NORTH 1/2 OF LOT 4 IN BLOCK 7 IN MANIERRE AND AIKEN'S SUBDIVISION OF LOTS 6 AND 7 IN BLOCKS 5 AND 6 IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2516 S THROOP STREET CHICAGO, ILL 60608 PIN# 17-29-307-063-0000

The mortgagor shall not suffer or permit, without the written consent of the mortgagee, a sale, assignment or transfer of any right, title or interest in and to the said property, or any portion thereof, or of any of the improvements... The mortgagee may collect... Association by-laws relating thereto, for the non-payment of each aggregate monthly payment (total of all payments to be made hereunder) when due.

DEPT-01 RECORDING \$23.00 T#0012 TRAN 3749 04/25/95 13:49:00 #2306 JM *-95-271601 COOK COUNTY RECORDER

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether on single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise 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, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are 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.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of TWO HUNDRED THREE THOUSAND ONE HUNDRED DOLLARS AND NO/100ths (\$ 203,100.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of MONTHLY INTEREST ON DRAWS FROM LOANS IN PROCESS DOLLARS (\$ INTEREST) on the 1ST day of each month, commencing with APRIL 1, 1995 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

* THIS INSTRUMENT IS DUE AND PAYABLE IN FULL, ON OR BEFORE SEPTEMBER 1, 1995, WHATEVER THE BALANCE MAY BE.

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23.00

95271601

UNOFFICIAL COPY

BOX 333-01

MORTGAGE

WILLIAM P. ...

TO

WASHINGTON FEDERAL BANK FOR SAVINGS
2869 S ARCHER
CHICAGO, ILL. 60608

Loan No. 000019-7

10912256

My Commission Expires

DECEMBER 15, 1-96
MY COMMISSION EXP. DEC. 15, 1996
NOTARY PUBLIC STATE OF ILLINOIS
GERALDINE GIBBS

GIVEN under my hand and Notary Seal, this ...
I, GERALDINE GIBBS, a Notary Public in and for said county, in the State aforesaid,
DO HEREBY CERTIFY that
PETER J PIENIA and COLLEEN PIENIA, his wife
personally known to me to be the same persons whose names (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and purchased the release and waiver of the right of homestead, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS
COUNTY OF COOK
APRIL 9 1995
A. D. 19 95
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this ...

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this ...
I, GERALDINE GIBBS, a Notary Public in and for said county, in the State aforesaid,
DO HEREBY CERTIFY that
PETER J PIENIA and COLLEEN PIENIA, his wife
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B. MORTGAGOR FURTHER COVENANTS:

3.508