CIAL COPY 95317627

CAUTION CARNIE à banyer tanner sours se acting vertin this tests. Moditair this padables ser the write se they retends any manasty of innerthantabley or filmes for a particulor purposa.

May 1095	
THIS INDENTURE, made May 10, 1995between	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Carlos M. Ramos and Linda A. Ramos,	DEPY-01 \$23.50
his wife	. 749999 TRAH 8039 05/15/95 03:47:00
1636 N. Mozart Chicago IL 60647 (NO AND STREET) (CITY) (STATE:	. \$6701 \$ AH #-95-317627
herein referred to as "Mortgagors," and Zenith Federal	COOK COUNTY PECORDER DEFT-10 PENALTY \$20.00
Credit Union	, but I to I will be
1900 N. Austin Ave. Chicago II. 60639 (Chicago III. 60639)	
herein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the ins	stallment note of even date herewith, in the principal sum of
Twenty-Five Tocusard and No/100	by which note the Mortgagors promise to pay the said principal
compand interest at the rate areas unistallments as provided in said note, with a final payment of	of the balance due on the LEBE day of LEBY
2005,, and all of said princip. Use of interest are made payable at such place as the holders of the of such appointment, then at the office of the Mortgagee at1900 N. Austin Ave.	note may, from time to time, in writing appoint, and in atmence

NOW, THEREFORE, the Mongarjors to secure the payment of the said principal sum of and limitations of this mostgage, and the reaformance of the covenants and agreements here consideration of the sum of One Dollar in air dipsid, the receipt whereof is hereby acknowledge Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate an and being in the City Of Chicago ————————————————————————————————————	en contained, by the Storigagos in the Jeronines, and the cell, deby these presents CONVEY AND WARRANT unto the dall of their extate, right, title and interest therein, situate, lying
THE SOUTH 1/2 OF LOT 6 AND THE NORTH 1/2 OF LOT 7 IN 1	
SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SE	
RANGE 13, EAST OF THE THIRD PRINCIPAL PERIDIAN, IN CO.	OK COUNTY, ILLINOIS.
Berning by Den 1	
Equity Title 415 N. LaSalie Suite 402	
Chicago, IL 80618 Gal 5 11 344	.9 _{3,7} ,
which, with the property hereinafter described, is referred to herein as the "premise."	953 ₁₇₃₅₅
which, will the property receivance observed to the	
Permanent Real Estate Index Number(s): 13-36-330-025	
Address(es) of Real Estate: 1636 N. Mozart, Chicago, Illinois 60	647-5.08
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances though and during all such times as Mortgagors may be entitled thereto (which are pledged primariall apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas single units or centrally controlled), and ventilation, including (without restricting the foregoid coverings, mador beds, awnings, stoves and water heaters. All of the foregoing are declared to or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successive therein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Management of the Homestead Exemption of the August 1997 of the premises and waiter.	ily and on a part 3 with sind real estate and not secondarily and as, air conditioning a water, light, power, refrigeration (whether ing), screens, win low shades, storm doors and windows, floor be a part of said real eache whether physically attached thereto premises by Mortg; gets or their successors or assigns shall be research and assigns, forever, for the purposes, and upon the uses
the Mortgagors do hereby expressly release and waive. The name of a record owner is: Carlos M. Ramos and Linda A. Ramo	95
This mortgage consists of two pages. The covenants, conditions and provisions appearing herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, succe	on page 2 (the reverse side of this in an page) are incorporated
Witness the hand and seal of Mortgagors the day and year first above written.	
PLEASE (Scal) _	(Seal)
PRINT OR TYPE NAME(S)	The Charles
SIGNATURE(S) Carlos M. Parros (Scal)	Linda A. Ramos (Scal)
Carlos M. Ramos State of Illinois Counts of COOK 55.	I, the undersigned, a Notery Public in and for said County
in the state aforesaid, DO HEREBY CERTIFY that _Carlos	M. Ramos and Linda A. Ramos.
OFFICIAL SEAL his wife	
JESSISA P KULEZ Cronglly known to me to be the same person S whose nan range all C. STATE OF ILLENDERED before me this day in person, and acknowledged that COMMISSION EXPIRES:04:02-116 r. CWIL_ free and voluntary act, for the uses and purpossessing the property of	
Given under my bond and official seal, this	. May 9 / / 19 95.
Commission Expires April 2nd, 1998	11. 11. 11. 11.
Commission capital	Notary Public
The structure of pared by Rose J. Frost 1900 N. Austin Ave	
Figure 1900 N. Austin Ave Number 1900 N. Aus	
The construction was prepared by Rose J. Frost 1900 N. Austin Ave Numero Appeles No. 2001th Federal Credit Union 1900	e., Chicago, IL 60639
The instrument was prepared by Rose J. Frost 1900 N. Austin Ave Nume and Adoress, Vallet this instrument to Zenith Federal Credit Union 1900 (NAME AND ADDRESS)	e., Chicago, IL 60639 N. Austin Avenue

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien beteof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable line any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors 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 Mortgager duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors 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 herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or 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 Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors 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 Mortgagors, 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 law 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 issuence of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors to their covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incorred by reason of the imposition of any tax on the issuance of the note secured hereby
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors actual have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in raid note.
- 6. Mortgagors shall keep the buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm uncer collicies providing for payment by the insurance companies of moneys sufficient either to pay the cest of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies 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 driver 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 therein, Mortgages in 3, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises of contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection the ewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shill 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. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without in ally into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein moultained, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become are 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 Mortgagors 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 hereof. In any suit to foreclose the lien hereof, 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 concentration on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of 1 fle, 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 either to prosecute such suit or to evidence to bidders at any sale which may be had pursue to such decree the true condition of the title to reference. 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 high schale now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and oan ruptcy 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) preparations for the defense of any actual or threatened suit or proceeding when 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 non-zero ied in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness addition; it that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; for it, any overplus to Mortgagors, 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 Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same 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 statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the projection, 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 my 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 Mortgagors 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 thereof 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, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment 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 or holders, from time to time, of the note secured hereby.