IN STATE OF ILLINOIS, to with

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GEORGE E. COLE LEGAL FORMS

November 1994

MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

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THIS AGREEMENT, made June 29 Thomas F Sasco and Elva Lizzet	te Sasco, h	6 , between is wife	OEPT-01 RECORDING 131.50 T\$0004 TRAN 6712 09/19/96 14:31:00 \$7045 \$ L F #-96-719413 COOK COUNTY RECORDER
3317 N Kedzie	Chicago	TL,	
(No. and Street)	(City)	(State)	
herein referred to as "Nor angors," and Financiera Hispane., Inc.			TITA
2653 N Milwaukee Avenue	Chicago	IL	h
(No. and Street) herein referred to as "Mortgagee," with see	(City) th:	(State)	P
THAT WHEREAS the Mortgago			FIZION V
Mortgages upon the installment note of ever		-	
sum of One Hundred Sixty Thousan		•	
(\$ 160,000.00), payable	to the order of	d and delivered	
to the Mortgagee, in and by which note the	Mortgagors pro	miss to pay the	1
said principal sum and interest at the rate as			Above Space for Recorder's Use Only
said note, with a final payment of the bal	ance due on the	:	The state of the s
day of June	, 19.98	, and all of	said principal and interest are made payable at such
			id in absence of such appointment, then at the office of
the Mortgagee at 2653 N Mi Iwaukee	avenue, ciu	cado, vitar	

See attachment

city of Chicago

In the event that the property or a beneficial interest in this property, which is pledged as security for this Note is sold, assigned or in any other form conveyed, the Borrowers shall be required to immediately pay the outstanding balance on this Note or they shall be consider in default. THIS NOTE MAY BE PREPAID IN WHOLE OR IN PART, AT ANY TIME HEREAFTER which, with the property bereinafter described, is referred to described, with the property bereinafter described, is referred to described, with the property bereinafter described, is referred to described.

NOW, THEREFORE, the Mortgagors to secure the payment of the said mincipal sum of money and said interest in accordance with the terms, provisions and limitations of this moregage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of On Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgage; and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein situate, lying and being in the

Permanent Real Parate Index Number(s): See Attachment

____ COUNTY OF ____

Address(rs) of Real Estate: See attachment

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all tents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive, This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hand . . . and seal . . . of Morragors the day and year first above written. _(SEAL) PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) Cook State of Illinois, County I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that . Tirmas F. Sasco and Elva Lizette Sasco, his wife personally known to me to be the same person ____ whose name 8_____ subscribed **IMPRESS** University DELAT 12 the foregoing instrument, appeared before me this day in person, and acknowledged that their signed, realed and delivered the said instrument as their Miguel I. Remon Nothery Public. State of Illinoistic and voluntary at for the uses and purposes therein set forth, including the release and waiver of My Commission Project 11/22/00 right of homestead. Given under my hand and official scal, this ... Commission expires. This instrument was prepared by Law Offices of Frank Lopez, P.C. 2337 N Milwaukee Avenue, Chicago, IL (Name and Address) Mail this instrument to Miguel Remon 2337 N Milwaukee Avenue, Chiergo, II. 6367 (Name and Address) Chicago IL 60647 (City) (State) (Zip Code) OR RECORDER'S OFFICE BOX NO. ... CAPRAINA 2653 N. Ulkusukes en. Cluejo U60647

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

- 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 hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mottgagee; (4) complete within a reasonable time 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 Mortgagee 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 provide hexes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counted for the Mortgage (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the importation of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagoe may elect, by notice in writing given to 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 laws of the Opited 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 Mottgagors covenant and agree to pay such tax in the manner required by any such law. The Mottgagors further covenant to hold harmless and agree to indemnify the Mottgagee, and the Mottgagee'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 Mortgagors are (ot 1) default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors 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. Mortgagors shall keep all buildings and in or yoments 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 compunies of moneys sufficient either to pay the cost 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 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 therein, Mortgagee may, 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 lax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax of assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, factuding attorney's fees, and any other moneys advanced by Mertgagee to protect the mortgaged premises and the lien hereof, 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. Inaction of 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 Mortgagors.
- 8. The Mortgagee making any payment hereby 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 of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereo.
- 9. Mortgagors 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 Mortgagors, 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) intendiately 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 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 or 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 items to be expended after entry of the decree) of procuring all such abstracts 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 either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or 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 (a) 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) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; 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 cades of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceeding 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the 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 premites or whether the same shall be then occupied as a homestead or not, and the Mortgagoe 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 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 lies 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 hall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors small periodically deposit with the Mortgagor such sums as the Mortgagor 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 indibtedness 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 realease.
- 18. This mortgage and all provisions hereof, chell 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.

96713413

LOT 47 IN E.W. ZANDER COMPANY'S SUBDIVISION OF LOT 1 IN SUPERIOR COURT DIVISION OF LOT 2 IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 14-18-121-005, Vol 479 Address 4539 W Western, Chicago, Illinois

LOT 9, AND 11 IN DOSE'S SUBDIVISION OF THE WEST 1/2 OF LOT 15 IN KIMBELL'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 25 ACRES IN NORTHEAST CORNER) IN COOK COUNTY, ILLINOIS.

PIN # 13-26-329-026/13-26-329-028 Address 2432 N Monticello Avenue

(1)

等。 (2) (2)

(5)

ILLINOIS.

(3) LOTS 1,2 AND 46 IN BLOCK 1 IN MARY A REID'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION AND EXCEPT RAILROAD); ALSO, VACATED ALLEYS AND LAND WITHIN THE BOUNDARY OF SAID VACATED ALLEYS LYING BETWEEN SAID LOTS 1, 2 AND 46 IN BLOCK 1 IN MARY A. REID'S SUBDIVISION AFORESAID, ALL 10 COOK COUNTY, ILLINOIS.

PIN # 13-35-321-002/13-35-321-020/13-35-321-021 Address: 1755 N Monticello

(4) LOT 14 IN BLOCK 6 IN MYER'S SUBDIVISION OF THE EAST 3/4 OF THE NORTHEAST /14 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 19-14-212-034-0000 Address: 5632 S Kedzie, Chicago, Il 60629

LOT 29 IN BLOCK 5 IN S.E. GROSS UNTERDEN LINDEN ADDITION TO CHICAGO, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13,

EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY

PIN # 13-24-310-016 Address: 3317 N Kedzie Avenue, Chicago, IL 60618

96719413

Property of Cook County Clark's Office

UNIT 12G TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST WITH COMMON ELEMENTS IN HOLLYWOOD TOWERS CONDOMINIUM AS DELINATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 24903562 AS AMENDED FROM TIME TO TIME IN EACH FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 14-05-407-017-1173 Volume 473

ADDRESS: 5701 N Sheridan Rd. #12G, Chicago, IL 60660 Property of Cook County Clerk's Office

Property of Cook County Clark's Office