

UNOFFICIAL COPY

Mortgage

7138

96356812

Dated this 27th day of April A. D. 19 96 Loan No.

THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED,
JOSE R. FERNANDEZ and ODILIA FERNANDEZ, 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

Mutual Federal Savings and Loan Association of Chicago

a corporation organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook in the State of Illinois, to-wit:

Lot Fifty (50) in Dana and Claytons Subdivision of the North Half (1/2) of Block Fifty Four (54) in the Subdivision of Section Nineteen (19), Township Thirty Nine (39) North Range Fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois

Property Address: 2100 West Cullerton Street, Chicago, Illinois 60608

P.I.N. 17-19-312-048-0000

DEPT-01 RECORDING	\$23.00
T#6666 TRAN 08/4 05/10/96 11:35:00	
473574 IM N-96-252812	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$20.00

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter thereon or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, 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), together with all easements and the rents, issues and profits of every name, nature and kind, it being the intention hereby to establish an absolute transfer and assignments to the Mortgagee both in law and in equity of said premises and the furnishings and equipment thereon. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, including taxes and assessments, and second to the payment of any indebtedness then due and or incurred hereunder.

TO HAVE AND TO HOLD all of said property with said appurtenances, apparatus, fixtures and other equipment 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 (1) The payment of a note and the performance of the obligations therein contained, executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the principal sum of

One Hundred Thousand and no/100----- Dollars (\$100,000.00)

which is payable as provided in said note, and (2) any additional advances made by the Mortgagee to the Mortgagor, or his successors in title for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of

One Hundred Thousand and no/100----- Dollars (\$100,000.00)

such additional advances shall be evidenced by a Note or other agreement executed by the Mortgagor or his successors in title as being secured by this mortgage, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security.

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, and assessments levied or assessed upon said property or any part thereof under any existing or future law in accordance with the terms of the Note of even date herewith; (2) To keep the improvements now or hereafter upon said premises in good repair and in good condition, and to repair, rebuild or replace any improvements which may become damaged or destroyed; (3) To keep said premises in good condition and repair, without waste and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (4) 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; (5) Not to suffer or permit, without the written permission or consent of the Mortgagee being first had and obtained, (a) any use of said property for a purpose other than that for which the same is now used (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, (c) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property; (6) The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on his behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage, and that he will immediately repay or disburse by the Mortgagee for any of the above purposes and such monies shall be added to the unpaid balance of the aforesaid Note as of the first day of the then current month and become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid by him; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder.

(2) That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage;

(3) That if the Mortgagor shall secure, and assign to said Mortgagee, disability insurance and life insurance in a company acceptable to said Mortgagee, and in a form acceptable to it, the Mortgagee has the right to advance the first annual premium for such insurance and add each such payment to the unpaid balance of the loan as of the first day of the then current month, and it shall become additional indebtedness secured by the Mortgagee.

(4) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the debt secured hereby as if the same were the same as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(5) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in case of default in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or if the Mortgagor abandon any of said property, then and in any of said events the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(6) That upon the commencement of any foreclosure proceeding hereunder, the Court in which such bill is filed may, at any time either before or after sale, and without notice to the Mortgagor, or any party claiming under him; and without regard to the solvency of the Mortgagor or the then value of the same premises as with the Mortgagor, and may then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver (who may be the Mortgagee or its agent) with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected may be applied before as well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the pro-

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43BKW

Returned to Box 17

THIS INSTRUMENT WAS PREPARED BY
ROSALVA RUIZ
2212 W. Cermak Rd., Chicago, IL 60608

Box 17

Loan # 71380

Mortgage

JOSE R. FERNANDEZ and

ODILIA FERNANDEZ, his wife

To

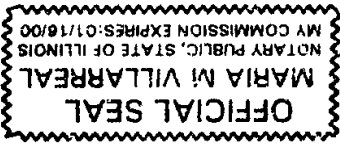
MUTUAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

2212 West Cermak Road

Chicago, Illinois 60608

All Phones: 847-7747

Recorder's Stamp:



NOTARY PUBLIC

Maria M. Villarreal (Signature)

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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of home-

JOSE R. FERNANDEZ and ODILIA FERNANDEZ, his wife I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

State of Illinois } County of Cook

JOSE R. FERNANDEZ (SEAL) ODILIA FERNANDEZ (SEAL)

IN WITNESS WHEREOF, We have hereunto set our hands and seals, the day and year first above written.

(7) In case the mortgaged property or any part thereof is damaged, or destroyed by fire or any other cause, or taken by condemnation, then the Mortgagor is hereby empowered to receive any compensation which may be paid. Any monies so received shall be applied by the Mortgagor as it may elect, to the immediate reduction of payment in full of the indebtedness secured hereby, or to the repair and restoration of the property. In the event the Mortgagor makes inspections and amount of such disbursement. (8) That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagor of performance of any covenant herein or in said note contained herein shall in any manner affect the right of the Mortgagor to require or enforce performance of the same or any other of said covenants; that whenever the contract hereof is assigned, the assignee shall include the original and a copy of the instrument, and the original number, as used herein, in the original and that all rights and obligations under the mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

May 3, 1996

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