

# UNOFFICIAL COPY

## Mortgage

Dated this 6th day of October, A.D. 1997

Loan No. 2-9415-8

THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED,

MARIA GUTIERREZ married to SALVADOR GUTIERREZ, her husband

of the Northlake 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 Twelve (12) in Block Six (6) in Midland Development Company's Northlake Village Unit No. 3, being a Subdivision of part of the South Half (1/2) of Section Thirty Two (32), Township Forty (40) North, Range Twelve (12), East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 360 East Parkview Drive, Northlake, Illinois 60104  
Permanent Tax Number: 12-32-408-020-0000

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 therein 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 of all leases and avails of said premises and the furnishings and equipment therein. 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

Ninety Thousand and no/100 ----- Dollars (\$90,000.00).  
Initials \_\_\_\_\_

Illinois Mortgage  
44099 Custom 4/96 (8298)

THIS INSTRUMENT IS  
ROSAWA  
2222 W. Cormali Rd., Chicago, IL 60608

(page 1 of 2 pages)  
SAF Financial Services, Inc • Chicago, IL • 1-800-323-3000

*JTS*  
Initials

and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to or not, and until the issuance of deed in case of sale, but if no deed be issued, until expiration of the statutory period during which it may be issued, shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption property, including the expenses of such recovery, or on any deficiency decree whether there be a receiver in personam or not, and if a receiver Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the 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 value of said premises, or whether the same shall 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 or after sale, and without notice to the Mortgagee or any party claiming under him, and without regard to the validity of the Mortgagee or the then (6) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before Mortgagee and said Mortgagee may also immediately proceed to foreclose this mortgage.

default be remedied by the Mortgagee and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the 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 in any of said events, the Mortgagee hereunder and any other party claiming under him, and without affecting the lien hereby created or the priority of of his creditors or of his property, be paid under the court in which the Mortgagee abandoned any of said property, then and any payment under said Note, and 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 which is pending by or against the Mortgagee or if the Mortgagee shall make an assignment for the benefit (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 way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured.

the same manner as with the Mortgagee and may not be extended or renewed for payment of the debt hereby secured hereby without discharging or in may, without notice to the Mortgagee, deal with said subject matter in interest with reference to the mortgage and the debt hereby secured in that in the event the owner of said property or any part thereof becomes, cited in a lien, or other than the Mortgagee, the Mortgagee to the unpaid balance of the loan as of the date of the foreclosure sale, and it shall receive the first annual premium for such insurance and add each such payment Mortgagee, and in a form acceptable to the Mortgagee, the Mortgagee shall pay the first annual premium for such insurance and add each such payment (4) That of the Mortgagee shall secure and assign to said Mortgagee, discharge by insurance and the insurance in a company acceptable to said mortgage.

date hereof or at a later date, and the amount of such insurance shall be added to the mortgage indebtedness under the terms of this (3) That if the interest hereon to secure a sum of money, or amounts that may be added to the mortgage indebtedness under the terms of this not incur personal liability because of anything herein contained or in any way affecting the liability of the Mortgagee hereunder, that the Mortgagee shall

continued shall be considered a part of the Mortgagee's debt, and the Mortgagee shall not be liable for any part thereof, but nothing herein Mortgagee to inquire into the validity of any such conveyance or assignment, and in advance of any such conveyance or assignment, but nothing herein mortgage and be paid out of the rents, issues and profits of the property, and premises, and the same shall not be a lien in any decree foreclosing this of the then current mortgage and become so in an additional mortgage secured by this mortgage and may be included in any decree foreclosing this disbursed by the Mortgagee for the purpose of the above payment, and the same shall be added to the principal amount of the loan as of the first day Mortgagee may also, at any time, extend or renew the term of this mortgage, and that he will immediately repay any monies paid or (2) That in case of his death, or the death of any part thereof, the Mortgagee may do on his behalf everything so covenanted, that said

**B THE MORTGAGEE'S RIGHTS AND REMEDIES**

reasonable times and access thereunto shall be permitted for all purposes.  
said property, as a sale, assignment, or equipment, or any other interest in and to said property or any portion thereof, or any of the improvements, now used, or any alterations, additions, or improvements, or any of the improvements, apparatus, fixtures or equipment now or hereafter upon permission or consent of the Mortgagee, being first had and obtained, and any use of said property for a purpose other than that for which the same is nuisance to exist on said property, or to diminish the value by any act or omission to act, or not to suffer or permit without the written from any encumbrance, or other lien or claim of tenor, or express, or otherwise, to the lien hereby created, or to suffer or permit any unlawful use of or any or hereafter, on the premises which may be damaged, or destroyed, or otherwise, to keep said premises in good condition and repair, without waste and free right to commence foreclosure proceedings as provided in paragraph 15. To keep said premises in good condition and repair, without waste and free of cancellation, then the mortgagee shall have the right to declare the total indebtedness due and payable immediately, and the Mortgagee shall have the are cancelled for any reason whatsoever and no new insurance policies are presented to the mortgagee on or before the date of termination of the notice contain proper mortgage clauses and the policies shall be retained by the Mortgagee until the loan is fully repaid. (2) In the event such insurance policies shall with the terms of the Note or even date hereof. (3) To keep the improvements now or hereafter upon said premises insured against such hazards or (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

**A THE MORTGAGEE'S COVENANTS**

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

which is payable as provided in said Note, and (2) any additional advances made by the Mortgagee to the Mortgagee, 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

Ninety Thousand and no/100-----Dollars (\$90,000.00)

the lien hereof, and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 8% per annum which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees, and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises, and all amounts as aforesaid, together with interest as herein provided, shall become additional indebtedness of and be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit, or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(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 Mortgagee is hereby empowered to receive any compensation which may be paid. Any monies so received shall be applied by the Mortgagee as it may elect, to the immediate reduction or payment in full of the indebtedness secured hereby, or to the repair and restoration of the property. In the event the Mortgagee makes inspections and disbursements during the repair and restoration of the property, the Mortgagee may make a charge not to exceed 2% of the amount of such disbursement.

(8) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural, and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee

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

*Maria Gutierrez* (SEAL)  
MARIA GUTIERREZ

*Salvador Gutierrez* (SEAL)  
SALVADOR GUTIERREZ

..... (SEAL)

SOLELY FOR THE PURPOSE OF WAIVING HIS HOMESTEAD RIGHTS (SEAL)

..... (SEAL)

..... (SEAL)

State of Illinois }  
County of Cook } ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARIA GUTIERREZ and SALVADOR GUTIERREZ, her husband

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 homestead GIVEN under my hand and Notarial Seal, this 6th day of October, A D 19 97

..... NOTARY PUBLIC Initials

UNOFFICIAL COPY

97770759

Property of Cook County Clerk's Office

Box 17

2<sup>nd</sup> 9415-8

Mortgage

MARIA GUTIERREZ married to

SALVADOR GUTIERREZ, her husband

To

**MUTUAL FEDERAL SAVINGS  
AND LOAN ASSOCIATION OF CHICAGO**

2212 West Cermak Road

Chicago, Illinois 60608

All Phones: 847-7747

Recorder's Stamp

October 11, 1997