## **UNOFFICIAL COPY**

97805111

**MORTGAGE (ILLINOIS)** 

7	20	Above Spece for Recorder's Use (	Only
THIS INDENTURE, made _	Cotober 6	(9 <u>97</u> , between	
	Carlos Paiz - Maria	Rodriguez	
	2055 N. Gadrosse	Chicago	IL 60639
herein referred to as "Mortga	gors" and	(CITY)	(STATE)
LEVCO FI	NANCIAL SERVICES, INC.		
5225 W.	Touly Ave. #216	Skokie	IL 60077
herein referred to as "Mortga	OPP " WITHERSON !	(City)	(STATE)
promise to pay the said Ame Percentage Rate of <u>168</u>	unt Financed together with a Fin in accordance with the terms of	der of and delivared to the Mortgagee, in and blance Charge on the principal balance of the fithe Retail Installment Contract from time to t	Amount Financed at the Annual ime unpaid in
monthly installments of \$	. 147 11 ench, beg	inning November 21	, 1997
maturity at the Annual Percer holders of the contract may, t	itage Rate of 168 as stated i	illment of \$147_14 n the contract, and all of said indebleviess is π pint, and in the absence of such appointment, t	nade payable at such place as the
Retail Installment Contract ar performed, do by these preser	nd this Mortgage, and the performants CONVEY AND WARRANT I	nt of the said sum in accordance with the terms, ance of the covenants and agreements herein counts the Mortgagee's success therein, situate, lying and being in the City AND STATE OF ILLINOIS, to wit:	entained by the Mortgagors to be essors and assigns, the following

Lot 13 in Block 17 in Chicago Land Investment Company's Subdivision of (except the North 10 chains) Lot 1 of County's Clerk Division of the East 3/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT REAL ESTATE INDEX NUMBER:

13-33-320-002

ADDRESS OF PREMISES:

2055 N. Lacrosse,

Chicago, IL 60639

which, with the property herinafter described, is referred to herein as the "premiess,"

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thereof for so long and during all such times as Mortgagors may be entitled thereto (which are piedged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein and 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, awnings, stoves 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 Mortgages, 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.

#### MORTGAGOR AND MORTGAGEE COVENANT AND AGREE AS FOLLOWS:

- 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 hereof; (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 Mortgagee or to holder of the contract; (4) complete within a reasonable time any 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. Mortgagor shall pay before any peralty 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 Mortgagee or to holders of the contract 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 Mortagors may desire to content.
- 3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such right 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 holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Morgagee or the holder of the contract 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 tax lies to other prior lies on title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All money apart for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other more advanced by Mortgagee or the holders of the contract to protect the mortgaged premises and the lies hereof, shall be so much additional indubtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the contract shall not expense be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of the contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any hill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such hill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall notwithstanding anything in the contract or in this Mortgage to the contrary, become due and payable (a) in the case of default in making payment of any installment on the contract which default shall continue for 30 days, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. 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 shalf 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 or holder of the contract for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographigers' 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, guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the contract may deem to be reasonable necessary either to prosecute such suit or to evidence to hidders 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, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them 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 threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

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8. The process of any torce occurs all of the premises shall be distributed and applied in the following order of prioring. First, on account of all all as and expenses one client to the fore close-expressed in a method all such items as are mentioned in the preceding paragraph between second, all other items which under the terms in the reconstitute secured indebtedness additional to that exidenced by the contract, third, all other indebtedness, if any remaining preparation the contract fourth any overplus to Morreagors, their heirs, legal representatives on a signs as their rights may appear

- 9. Upon ocations time is terminated by the inforced section mortgage the court in which such bill is filed may appoint a receiver of said promises. Such appointment may be made enter before or after sale without notice, without regard to the solveney or insolvency of Mortgagors at the time of application for the same shall be then occupied as a home stood or not as defice Mortgagors become may be appointed it such receiver. Such receiver shall have power to collect the rents, issues and profits of said profits of said profits. If a produce of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, who her there have been not such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, who her there have been not such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, who her there have been not such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, who her there have been not such foreclosures which may be necessary or are usual in such cases for the protection, procession, control, in inagenicia, od 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, of by any decree foreclosing this Mortgage or any tax, special, assistant or other her which may be or become superior to the lien hereof or of such decree, provided such application is to do prior to the deficiency in case of a sale and deficiency.
- 10. No action for the cross ment of the lien or any provision hereof shall be subject to any defense which would not be crook and available to the party interpoling same in or a tion at law upon the contract nereby secured.
- 4.1. \* forte tree or the holder or exponential shall have the right to inspect the premises at all reasonably trace in Caconis there i is hall be parameted for that purpose.
- 1.2. If shorts we is shortself a significance right, title or interest in said premises, or any portion thereof, without the writtens interest if a holder of the contrast section? In receipt howethe right, at holder's option, to declare all impaid indebted, as secured by this mortgage to the contrary not withstring ling.

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MONTH OF STATE OF STA	Carlos Paiz	*****	Rodriguez (Scul)
	1.7	Che undersign La Notai Che LOS UA RODEL JUEN	ry Public in and for said County in PAIX GND
STEVEN STONE: NOTARY PUBLIC, STATE OF ILLINO MY COMMISSION EXPIRES 3/23/20	inally known to me, to be the same per irreduction one that day on person, and IS plant as one to lung the reducer and wilayer of	son Swhore name SAK subsacknowledged that	ipned sealed and delivered the cold to be considerable set.
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Mary 1	Morty george		
4	NCIAL SERVICES, INC.	FOR RECORDERS INC. () ADDRESS OF APONE ()	CPI PPOSIS CORRESTREET ESCRIBO O PROPERTY HTTP
Skokie, IL	. 60077	2055 N. Lacrosse	Chicago, IL
Catherine Co	tT	R.J. Levinson 522	25 W. Touhy Ave., #216