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DEPT-01 RECORDING \$23.50
 140009 TRAN 0425 11/10/97 10:11:00
 #3970 # RC #-97-841568
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$20.00

1163018714

MORTGAGE

THIS MORTGAGE, made this 28th day of October, 1997 between Loreto Macias a married man and Isabella Madina Macias, his wife, who joins in the execution of this mortgage solely to subject her dower interest to the lien of this mortgage, and Santa Elena Macias, A single woman, Eleazar Macias, a Single Man and Silvia Macias, A single woman, 5030 24th Street, Cicero, IL 60804 hereinafter referred to as "the MORTGAGOR," and Raymond Ortega and Patricia Ortega, 4514 South Sunnyside, Brookfield, IL 60153 hereinafter referred to as "the MORTGAGEE," Witnesseth, That the Mortgagor warrants to the Mortgagee land situated in the City of Brookfield, Country of Cook and State of Illinois, described as:

Lot 18 and the east 1/2 of vacant lot lying west of and adjoining thereto in Block 11 in Oliver Salinger and Company's Bungalow Park, being a subdivision of part of section 3, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Also known as: 4514 South Sunnyside, Brookfield, IL 60153

together with the hereditaments and appurtenances thereunto belonging and if the said premises be improved with a building designed for occupancy as an apartment house, family hotel or for commercial or business purposes, also together with all disappearing beds, refrigerators, equipment for heating, lighting, cooking, mirrors, door and window shades, screens and awnings and such other goods, chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the buildings erected upon the mortgaged premises and now or hereafter installed therein by the mortgagor or his assigns, which shall be deemed between the parties hereto, and all parties claiming by, through or under them, an accession to the feehold and a part of the realty and encumbered by this mortgage to secure the performance of the covenants hereinafter contained, and the payment of the principal sum of (39,700.00)Thirty Nine Thousand, Seven Hundred and 00/100-----

with interest from date hereof at the rate of (11.0%) Eleven per cent per annum while the mortgagor is not in default in making the payments herein provided, and, if in default in making such payments for a period of thirty days, then at the rate of (11.0%)Eleven % per annum from the time of such default until all sums in default are fully paid, payable November 28, 2004 until the full payment of all sums owing hereon according to the terms of a promissory note of even date executed by Loreto Macias, a married man, Santa Elena, a single woman, Macias, Eleazar Macias, a single man Silvia Macias a single woman to the mortgagee, and will pay interest on all overdue interest from its maturity until paid at the rate of (11.0%) Eleven % per annum, provided, interest shall be paid at the rate herein agreed, anything in said note to the contrary notwithstanding. And the "Mortgagor" covenants with the "Mortgagee," while this mortgage remains in force, as follows:

1. To pay said indebtedness and the interest thereon in the time and the manner provided above provided;
2. To pay all taxes and assessments levied on the land within thirty days after the same become due and payable and deliver the official receipts therefor to the Mortgagee;
3. To keep buildings and equipment on the premises insured against loss and damage by fire for the benefit of, with loss payable to, and in manner and amount approved by, and deliver the policies as issued to the Mortgagee with the premiums therefor paid in full.
4. To abstain from the commission of waste on the mortgaged premises, and keep and promptly comply with all laws and ordinances, regulations and requirements of the Municipality or other government regulations affecting the mortgaged premises.
5. That, if there be default in delivering any insurance policy or in the payment of a tax, assessment or insurance premium, the Mortgagee may effect such insurance or secure such policy and pay such assessment, taxes or insurance premiums and any amount so paid shall be added to said indebtedness and hereby secured and be payable to the Mortgagee forthwith with interest at the rate of _____ per annum.
6. That the whole of said principal sum shall, at the option of the Mortgagee, become due and payable after default for more than 30 days, in the payment of any installment of principal or interest upon said indebtedness, or any tax, assessment or insurance premium, anything to the contrary herein or in said note notwithstanding.
7. That, in the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or in the manner of collecting such taxes, the entire principal secured by this mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the mortgagee.
8. That, in the event the ownership of the mortgaged premises, or any part thereof, become vested in a person other than the mortgagor, the mortgagee may deal with such successor or successors interest with reference to this mortgage, and the debt hereby secured in the same manner as with the mortgagor, without in any manner vitiating or discharging the mortgagor's liability hereunder, or upon the debt hereby secured.
9. The power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, or insurance premiums, or any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release, and convey the premises, with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to the statute in such case may and provided, and out of the proceeds to retain all sums due hereon, the costs and charges of such sale, and the attorney fees provided by law, returning the surplus money, if any, to the Mortgagor or Mortgagor's heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may, at the option of the mortgagee, be made en masse.

UNIT A

S 1498449C

SAS - A DIVISION OF INTERCOUNTY

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10. Upon the request of the Mortgagor, the Mortgagee, at its option may hereafter at any time before full payment of this mortgage, make further advances to the mortgagor and any such further advances with interest shall be secured by this mortgage and shall be evidenced by an additional note then to be given by the Mortgagor; the Mortgagor covenants and agrees to and with the Mortgagee to repay such further advances made in accordance with the note then executed; that such further advances and each note evidencing the same shall be secured by this mortgage and that all the covenants and agreements in this mortgage contained shall apply to such further advances as well as to the original principal sum herein recited.

The covenants herein shall bind and the benefits and advantages inure to the respective heirs, assigns and successors of the parties.

WITNESSES:

SIGNATURES:

Loreto Macias (L.S.)
Loreto Macias

_____ (L.S.)

Imelda ~~Isabella~~ Madina Macias

Santa Elena Macias (L.S.)
Santa Elena Macias

Elezar Macias (L.S.)
Elezar Macias

Silvia Macias (L.S.)
Silvia Macias

FOR INDIVIDUALS

STATE OF MICHIGAN }
COUNTY OF Washtenaw }ss

On this 28th day of October, 19 97 before me appeared Loreto Macias, A married man and Isabella Medina Macias, his wife, who joins in the execution of this mortgage solely to subject her dower interest to the lien of this mortgage, and Santa Elena Macias, a single woman and Elezar macias, a single man and Silvia Macias, a single woman to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires: _____
Notary Public - _____
County, Michigan

FOR CORPORATIONS

STATE OF MICHIGAN }
COUNTY OF _____ }ss

On this _____ day of _____, 19 _____ before me appeared

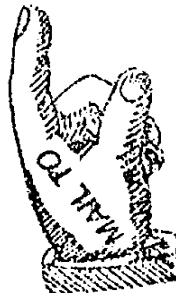
to me personally known, who being by me sworn, did (1) say that (2) _____ the of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation by a authority of its board of directors; and they acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: _____
Notary Public - _____
County, Michigan

Note: If more than one officer acknowledges, insert at (1) "Each for himself" and (2) "they are respectively"

Drafted by:
Loreto Macias
5030 24th St
Cicero, IL 60804

Return to:
Suc Bullard
MCA Mortgage Corporation
23999 Northwestern Hwy
Southfield, MI 48075



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