

MORTGAGE

THE MORTGAGOR(S), DAVID G. ABARRA and DENISE A. ABARRA, his wife ("Borrower"), of the Village of Tinley Park, Cook County, Illinois, MORTGAGE(S) and WARRANT(S) to GERALDINE HARTZ ("Lender"), of the Village of Oak Lawn, Cook County, Illinois, as MORTGAGEE(S), the following real estate in Cook County, Illinois, to-wit:

COOK COUNTY

RECORDER

DEPARTMENT

OF RECORDS

LOT 40 IN MEADOWS PARK ESTATES PHASE 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 12137 Justin Court, Tinley Park, Illinois 60477;
P.I.N. # 27-23-202-022-0000;

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

TO SECURE the payment of a certain Promissory Note executed by said Borrower, payable to the Lender, bearing the same date as this Security Instrument, in the sum of One Hundred Ten Thousand Nine Hundred and No/100 Dollars (\$110,900.00), and interest from November 1, 1997 on the balance of principal remaining from time to time unpaid at the rate of six percent (6.0%) per annum, payable in installments (including principal and interest) as follows: Six Hundred Sixty-four and 91/100 Dollars (\$664.91) or more per month for 360 months, beginning the 1st day of December, 1997 and the 1st day of each month thereafter through the 1st day of November, 2027. This Mortgage shall secure any renewal or extension of said Promissory Note, and also secure the performance of all conditions and stipulations of this agreement.

Mortgagor(s) hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Illinois, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and all receipts evidencing the payments thereof.

Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

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unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Borrower shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste.

The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Borrower and Lender.

If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor(s) is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Any notice to Borrower provided in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address above or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.

If default be made in the payment of the said Promissory Note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said property, or in breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said Promissory Note in this mortgage mentioned, or any extensions thereof, shall thereupon, at the option of the said Lender, his/her/their heirs, executors, administrators, attorneys or assigns, become immediately due and payable upon due notice to Borrower; and this Mortgage may be immediately foreclosed to pay the same by said Lender, his/her/their heirs, executors, administrators, attorneys or assigns; and it shall be lawful for the said Lender, his/her/their heirs, executors, administrators, attorneys or assigns, to enter into and upon the property hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

Upon the filing of any Complaint to foreclose this Mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person Receiver, with power to collect the rents, issues and profits arising out of said property during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this Mortgage shall expire, and such rents, issues and profits

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when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described.

And upon the foreclosure and sale of said property, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said property, and reasonable and proper attorney fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said Promissory Note, whether due and payable by the terms thereof or not, and interest thereon.

Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

IN WITNESS WHEREOF, the said Mortgagor(s) have hereunto set their hand and seal this 30th day of October, 1997.


 _____ (Seal)
 David G. Ibarra (Borrower)


 _____ (Seal)
 Denise A. Ibarra (Borrower)

STATE OF Illinois)
) SS
 COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that David G. Ibarra and Denise A. Ibarra personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/hor/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of October, 1997.

My Commission expires: 4/21/2000



 Notary Public



This Instrument Prepared by: Paul J. Eckert, Attorney at Law
17226 S. Harlem Ave.
Tinley Park, IL 60477

Mail to: Geraldine Hartz, 9622 S. Kildare, Oak Lawn, IL 60453

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