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DEPT-01 RECORDING

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CODK GOUNTY KROOKDER

REAL ESTATE MORTGAGE

PREPARED BY: (PRINT SIGNER'S NAME BELOW SIGNATURE)

Old Hepublic IFA Corp.

4902 W. Irving Park Rd.

Chicago, IL 80841

This Mortgage is made and dated

February 10,

, 19 97

Parties

Between Maria C. & Jose R. Carrasco

with an address

of 5322 W. 23rd St. Cicero, IL 60804

(the "Borrower")

and OLD REPUBLIC INSCRED FINANCIAL ACCEPTANCE CORPORATION with an address of 4902 WEST IRVING PARK, TOAD, CHICAGO, ILLINOIS 60641 (the "Lender")

Borrower promises and agrees a i follows:

Definitions

1. In this Mortgage, the term "Borrower" shall mean all borrowers under this Mortgage. The term "Lender" shall mean the Lender named above all lenders under this Mortgage and any other holder or taker of this Mortgage and the Promissory Note described below by transfer. The terms "Lender" and "Borrower" shall also include the heirs, executors, administrators, successors and assigns of each of them.

Transfer of Note and Mortgage Underlying debt, future advances

- 2. Lender may transfer this Mortgage and the Promissory Note without notice to Borrower.

Terms of Note Incorporated Transfer of rights building and improvements streets

- 4. The terms of the Note are incorporated in and made part of this Mortgage.
- 5. The Property mortgaged (the "Property") is

5322 W. 23rd St. Cicero, IL 60804

(a) All land described on Schedule "A" annexed hereto and made part hereof.

(b) Together with the buildings and improvements on the Property.

- (c) Together with all the Borrower's right, title and interest in the streets next to the property to their center lines.
- (d) Together with all condemnation awards for any taking by a government or agency of the whole or part of the real Property or any easement in connection with the Property. This includes awards for changes of grades of streets.

Payment Insurance

awards

- 6. Borrower shall repay the Loan in accordance with the terms of the Note.
- 7. Borrower will keep the buildings on the Property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount of insurance coverage shall be approved by Lender but shall not exceed the full replacement value of the buildings and improvements. Borrower shall pay premiums for all insurance policies when due. Borrower shall

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assign and deliver all insurance policies to Lender. The insurance policies shall contain the standard Illinois mortgage clause in the name of Lender as mortgagee. Upon Borrower's failure to keep the buildings insured, Lender may obtain the insurance. Borrower shall, within thirty (30) days after notice and demand, insure the Property against any other risk reasonably required by Lender, including war risk.

or Alteration

Maintenance, No sale 8. Borrower shall keep the Property in good repair. Borrower shall not, without the prior written consent of Lender, materially alter, demolish or remove the buildings and improvements on the Property, or sell all or any part of the Property. Borrower shall not abandon the Property, Lender may inspect the Property on reasonable notice to Borrower. Borrower shall make such repairs as Lender may reasonably require.

Taxes, etc.

9. Borrower shall pay all taxes, assessments, sewer rents and water rates and all other charges against the Property when they are due. Borrower shall produce receipts for these payments within ten (10) days after Lender's demand for them. Borrower shall neither claim nor be entitled to any credit against the principal and interest due under the Note on account of Borrower's payment of these charges.

Statement of Amount due, etc.

 Within five (5) days after request in person or within ten (10) days after request by mail, Birrower shall give to Lender a signed statement as to (i) the amount due under this Mortgage and (ii) any offsets or defense against the Note or this Mortgage.

Warranty of Title

11. Except for the first mortgage described in Paragraph 12 hereof, Borrower warrants the title to the Proporty and Borrower shall defend that title against all adverse claims. Borrower shall be responsible for any costs or losses of Lender if an interest in the Property is claimed by others.

Prior Mortgage

12. This Mongage is subject and subordinate to a first mortgage on the Property held by F & C with an unpaid balance not in excess of Dollars (\$

Default and acceleration of Note

13. Lender may declare the entire unpaid balance of the Note and accrued interest on the Note to be immediately due and payabil; upon any default by Borrower.

The happening of any of the folk wing shall constitute a default by Borrower:

- (a) If Borrower fails to make any payment required by the Note and/or this Mortgage within ten (10) days of the date it is due:
- (b) If Borrower fails to keep any other provise or agreement in this Mortgage within the time set forth, or if no time is set forth, within a reasonable time after notice is given that Borrower is in default:
- (c) If Borrower sells, conveys or otherwise transfers title to all or part of the Property;
- (d) If on application of Lender, two or more insurance companies licensed to do business in Illinois refuse to issue policies insuring the buildings and improvements on the Property;
- (e) If Borrower fails to make any payment required by any prior mortgage;
- (f) If Borrower fails to keep any other promise or agreement in any prior mortgage;
- (g) If bankruptcy or insolvency proceedings are filed by or against Borrower.

Sale

14. Upon Borrower's default under this Mortgage and the sale of the Property in foreclosure, the Property may be sold in one or more parcels.

Receiver

15. Upon Lender's suit to foreclose the Mortgage, Lender shall have the rich to have a receiver appointed to take control of the Property.

Payment of rent and eviction after default

16. Upon Borrower's default under this Mortgage, Borrower shall pay monthly in advance to Lender, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of that part of the Property that is in the possession of Borrower. Upon Borrower's failure to pay rent when due, Borrower shall vacate and surrender the Property to Lender or to the receiver. Borrower may be evicted by summary proceedings or other court proceedings.

Attorney's Fees

 If the Note is referred to an attorney for collection, Borrower agrees to pay reasonable attorney fees incurred in the enforcement or collection of the Note.

Lender's right to make payment

18. Lender may, but shall not be required to, pay any of the following expenses of the Property when due if Borrower does not: real estate taxes, assessments, sewer rents, water charges, premiums for risk insurance, repairs and maintenance, payments due under any prior mortgage, and payments of any other charges or claims against the Property if necessary to protect Lender's rights under this Mortgage. Such payments shall be added to the principal and shall be secured by this Mortgage. Borrower shall reimburse Lender for such payments, with interest, upon Lender's written demand. Interest shall be charged from the time of payment by Lender at the rate set forth in the Note.

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Lender's rights, no waiver	 Lender's delay or failure to exercise a applicable law shall not be a waiver of or remedy. Lender may exercise any one or 	or prevent the late	er exercise by Lender of	any such right or
Notices	20. Notices, demands or requests shall be in writing and shall be personally delivered or mailed certified mail to Borrower or mailed by certified mail to Lender at the address set forth in this Mortgage or such other address as may be designated in writing.			
Changes must be in writing	21. This Mortgage may not be changed both Lender and Borrower.	or terminated exc	cept by an agreement in v	writing signed by
Governing law	22. This Mortgage shall be governed by law. In the event of a conflict between statute, law or regulation in effect as of the control to the extent of such conflict and the without effect. All other provisions of this	any provision of ne date of this Mo he conflicting pro	the Mortgage and any for rigage, the statute, law or vision contained in this M	ederal or Illinois r regulation shall lorigage shall be
IN WITNESS WHERE	CF, Borrower has signed this Mortgage thi	s 10th	day of Februar	y , 1997
	000	Borrower has without charge	received a true copy of e.	this Mortgage
	WITNESS	111	BORROWER	
		× Mar	ia E Carres	00
	(Signature)	N 1 a	(Signature)	
	yped or Printed)	Maria C.	(Typed or Printed)	
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	(Signature)	The state of the s	(Signature)	
	yped or Printed)	Jose R. (Carrasco (Typed or Printed)	
STATE OF ILLINOIS COUNTY OF COC	On this Ex	SEAL" NMER ate of Illinois pires 1/1/2001	and known to me to be tr	ne individual(s)
described in and who e	xecuted the foregoing instrument, and acknowledge	owledged to me II	hat he executed the same),
		· · · · · · · · · · · · · · · · · · ·	7,6	
All the state of t	MORTGAG	i t		
FROM	ТО			i
Dated:			19	
State of Illin	ois			
County of			, Recorded or , 19 , at	the
day oʻclock	.М.		, 19 , at	
in Book			of Mortgages at pag	e
Block Lot County	and agree agree, and a state of a			
Record and	Return to: OLD REPUBLIC INSURED FINA 4902 WEST IRVING PARK ROA			
	ly Recording Officer of ge is fully paid. I authorize you to cancel it of	County:		·
Dated	,19 he signature of the Lender is genuine.		Lender (S	eal)
	J			

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Property of Cook County Clerk's Office

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East half (1/2) of pement Company's Addit (1/2) of the Northwest to 39 North, Range 13, East of Cook County, Illinois.

106-021

5322 W. 23rd St. Cicero, IL 60804 Lot 38 and the East half (1/2) of Lot 37 in Block 15 in Hawthorne Land and Improvement Company's Addition to Morton Park, being the East half (1/2) of the Northwest Quarter (1/4) of Section 28, Townsh'p 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

16-28-10F-021 PIN:

PROPERTY:

97139490