

Mortgage

Dated this 7th day of February , A.D. 19 98 Loan No.
THIS INDENTURE WITNESSETH, THAT THE UNDERSIGNED,
J. GUADALUPE VALDEZ and YOLANDA VALDEZ, his wife
of the City of Chicago County of Cook , State of Illinois,
hereinafter referred to as the Mortgagor, do hereby mortgage and warrant to

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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 Fifty Five (55) in Hyman and Peters' Subdivision of Block sixty (60) in Section Nineteen (19), Township Thirty Nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 2017 West 21st Place, Chicago, Illinois 60608

Permanent Tax Number: 17-19-325-018-0000

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

Sixty Eight Thousand and no/100----- Dollars (\$ 68,000.00),
Initials 14

Illinois Mortgage
44099 Custom 4/26 (8298)
RETURN TO

THIS INSTRUMENT WAS PREPARED BY
ROSALVA RUIZ
2212 W. Cermak Rd., Chicago, IL 60609

(page 1 of 3 pages)

SAF Financial Services, Inc. • Chicago, IL • 1-800-323-3000

Box 17

Mutual Federal Savings

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described in the following section, and supply detailed information on the properties of some homogeneous and inhomogeneous mixtures of the monomer.

The author wishes to thank the editor and anonymous reviewers for their useful suggestions and comments.

(4) In the event the owner(s) of the Mortgaged property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor shall have the right to require the new owner(s) to pay all sums due under this instrument.

(3) That if the Mortgagor shall secure, and assign to said Mortgagee, disability insurancce and life insurance acceptable to said Mortgagor, and in a form acceptable to it, the Mortgagor shall pay to the trustee the first premium for such insurance and each such payment to the trustee shall be held by the trustee in trust for the benefit of the holder of the first certificate monthly and until become deductible as secured by the Mortgage.

12. If this is the intent hereof to secure payment of said Note whether for amounts that shall have been advanced to the mortgagor at the date hereof or at a later date, and to secure any other amount of sums that may be added to the mortgage indebtedness under the terms of this mortgage.

(1) If, in case of his failure to perform any of his covenants herein, the Mortgagor may do on his behalf every thing so covenantated; that said Mortgagor shall, also do any act it may deem necessary to prevent the loss of this mortgagee; and that he will immediately repay any monies paid or dished sued by him in a suit brought for any of the above purposes, and such monies shall be added to the unpaid balance of the aforementioned Note as of the first day of the then current month and become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage.

B. THE MORTGAGE OR FEDERAL C

(1) To pay all taxes, and assessments levied or assessed upon said property or any part thereof under any law in accordance with the terms of the Note of even date herewith; (2) To keep the improvements now or hereafter upon said property in such condition as the Mortgagor may require in such companies, and in such form as shall be approved by the Mortgagor. All such insurance policies shall be held by the Mortgagor until the loan is fully repaid; (3) In the event such insurance policies are cancelled for any reason whatsoever and no new insurance policies are presented to the mortgagor before the date of termination of the note, the mortgagor shall bear the expense of procuring new insurance policies to continue the mortgagor's right to demand payment of the principal and interest due and payable immediately and the Mortgagor shall have the right to commence proceedings as provided in paragraph B5; (4) To promptly repair, restore or rebuild any buildings or improvements damaged or destroyed; (5) To keep said premises in good condition and repair, without waste and free of trespass or the presence of persons who may become damaged or destroyed; (6) Not to suffer or permit any unlawful use of or any misuse to exist on said property for the benefit of any other person than the Mortgagor; (7) Not to suffer or permit without the written permission of the Mortgagor any use of said property for a purpose other than for which the same is now used; (8) Not to make any alterations, additions, or removals of any portion of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (9) Not to remove or transfer title to any part of any property in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (10) Not to alienate, assign, or transfer title to any part of any property in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (11) Not to suffer or permit any waste or damage to the property in and to said property or any portion thereof.

A. THE MORTGAGE COVENANTS.

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

Sixty Eight Thousand and no/100-----Dollars (\$ 68,000.00)

which is payable as provided in said note, and (2) any additional advances made by the Mortgagor so to the Mortgagor, 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 contingencies and such additional advances in a sum in excess of

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the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the balance 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 Mortgagor 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, warranty 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 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.

J. Guadalupe Valdez

(SEAL)

J. GUADALUPE VALDEZ

Yolanda Valdez

(SEAL)

YOLANDA VALDEZ

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
J. GUADALUPE VALDEZ and YOLANDA VALDEZ, his wife

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 7th day of February, A. D. 19 98.

OFFICIAL SEAL
ROSALVA RUIZ

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/10/00
RENEWABLE

NOTARY PUBLIC

Initials

(page 3 of 3 pages)

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Illinois Mortgage
44099 Custom 4/96 (8298)

Box 17

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PROPERTY OF COOK COUNTY CLERK'S OFFICE
PROFESSIONAL NATIONAL TITLE
TITLE NETWORK, INC.

Box 17

2 - 9432 - 3

Mortgage

~~J. GUADALUPE VALDEZ and~~

~~YOLANDA VALDEZ, his wife~~

To

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

2212 West Cermak Road
Chicago, Illinois 60608
All Phones: 847-7747

Recorder's Stamp: