

UNOFFICIAL COPY

98305556
6947003730 001 Page 1 of 2
1998 04-17 09:20:59
Cook County Recorder 23.00

(Individual Form)

Loan No. 6333-0

JUAN MEZA and ELODIA MEZA, his wife
IGNACIO MEZA and MARIA ELENA RODRIGUEZ, his wife
THE UNDERSIGNED.

of City of Chicago, County of Cook, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

UNIVERSAL FEDERAL SAVINGS BANK

a corporation organized and existing under the laws of the United States of America
hereinafter referred to as the Mortgagee, the following real estate in the County of Cook
in the State of Illinois, to-wit:

Lot Nine (9) in Block Four (4) in Mc Mahan's Subdivision of the West Half (1/2) of the
West Half (1/2) of the South East Quarter (1/4) of Section Twenty Four (24), Township
Thirty Nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, in
Cook County, Illinois and commonly known as 1821 South California Avenue, Chicago,
Illinois

PTN # 16-24-407-007-0000

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of SIXTY THOUSAND and No/100----- Dollars

(is) 60,000.00 -----, which note, together with interest thereon as therein provided, is payable in monthly installments of FIVE HUNDRED SEVENTY THREE and 40/100----- Dollars

(is) 573.40), commencing the 1st day of June .19 98

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full,

(2) any advances made by the Mortgagee to the Mortgagor, or his successor 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 original Note together with such additional advances, in a sum in excess of SIXTY THOUSAND and No/100----- Dollars (\$ 60,000.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property, including those heretofore due; and to furnish Mortgages, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagor may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantees in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof; (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a prorata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as they accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagor may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to institute the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;

BOX 333-CTI

UNOFFICIAL COPY 8305556

Page 2 of 2

15-9002

An official seal of the Missouri State Auditor, featuring a circular design with the text "OFFICIAL SEAL" at the bottom and "MISSOURI STATE AUDITOR" around the top edge.

UNIVERSAL FEDERAL SAVINGS BANK
1800 SOUTH HALSTED STREET
CHICAGO, ILLINOIS 60608

GIVEN under my hand and Notarized Seal, this 27th day of March, A.D. 19 98

And I **Incaclo Meza** and **Marta Elena Rodrtiguez**, his wife personally known to me to be the same person whose name is subscribed to the foregoing instrument,
at the date _____
free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of all
as rights under any homestead, exemption and valuation laws.

COUNTY OF **St. Louis** COOK
STATE OF **Illinois**

Juan Meza Juan Meza (SEAL) *Marta Elena Rodrguez* Marta Elena Rodrguez (SEAL) *Eloida Meza* Eloida Meza (SEAL) *Eduardo Ulloa* Eduardo Ulloa (SEAL) *Laura Gutiérrez* Laura Gutiérrez (SEAL) *Gonzalo Mesa* Gonzalo Mesa (SEAL)

Eldorado Mesa (SEAL) *Eldorado Mesa* (SEAL)

IN WITNESS WHEREOF, this marriage is executed, sealed and delivered this 27th

the independent assessors' conclusions of any property damage and/or deterioration of any property so damaged, provided that any excess over the amount of the independent assessors' fee shall be delivered to the independent assessors.

Upon demand by the Mortgagor, the Lender may require the Mortgagor to pay all sums due under this Note and the Mortgage, and the Lender may then apply such sums, in whole or in part, to the payment of the principal amount of this Note and the principal amount of the Mortgage.

purchase of a new home, which is added to the total cost of the house. This is a part of the total cost of the house.

It takes time to integrate many concepts and some of the concepts discussed here may not be fully understood until much later.

intended by Hohlgang, and apply toward the payment of said mortgage indebtedness any moneys deposited in the mortgagor's bank account.

needy/careless or the family of a child or any type of the above categories happens, to declare without notice, at its unscheduled time, that the minor child of that such guardian be taken care of the said person and empowers him/her to do whatever he/she wants to do with the child.

General rule is that a proceeding must be instituted within one year of the date of charge upon any or all of the property of another for the recovery of which it is intended to sue.

Nottingham, and said deacons may include (including) (the name of the church or other religious body) (the name of the church or other religious body).

was executed a written assumption agreement, whereby the company that was carrying on the business would be liable for the debts of the partnership.

Message shall have written such opinion to acceptability of the sale of lessor; message shall be so written that lessor may agree to the transfer of lessor's interest in the property by sale or leasehold assignment in writing.

debt or a joint liability of all the persons whose names appear on the title page(s) of this instrument. Mortgagor may, at his/her/its option to purchase, mortgage his/her/its interest in the property described above to the trustee for the benefit of the persons named in the title page(s) of this instrument.

F. That all or any part of no proceeding of any kind shall be so far as practicable made available by the court, save so far as may be necessary for the trial of the cause.