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**MORTGAGE DEED**

Above Space for Recorder's Use Only

**This page served as the cover page for the Mortgage Deed attached for the following:**

**The Mortgagor:** Palace Investment Fund  
2331 D2 East Ave. S #247  
Palmdale, CA 93550



**The Mortgagee:** Digna Renteria  
5640 W. Patterson  
Chicago, IL 60634

**Permanent Real Estate Index Number(s):** 13-20-227-019

**Address(es) of Real estate:** 5640 West Patterson, Chicago, IL 60634

Prepared out of State

## MORTGAGE DEED

This Mortgage is given by Digna Renteria, hereinafter called Borrower, of 5640 W. Patterson Avenue, Chicago, IL 60634, to Palace Investment Fund, hereafter called Lender, of 2331 D2 East Ave. S #247, Palmdale CA 93550 which term includes any holder of this Mortgage, to secure the payment of the PRINCIPAL SUM of \$200,000.00 together with interest thereon computed on the outstanding balance, all as provided in Note #(063095) having the same date or as amended for this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage. This Mortgage dated this 6<sup>th</sup> day of January, 1997.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A hereto and made a part hereof and having a street address of:

5640 W. Patterson, Chicago, IL 60634

P.I.N. 13-20-227-019

The West half (1/2) of Lot 130 in Koester and Lender's addition to west Irving Park, a subdivision of the South half (1/2) of the Northeast quarter (1/4) of Section 20, Township 40 North, Range 13, East of the Third principal meridian, in Cook County, Illinois.

Borrower further covenants and agrees that:

1. No superior mortgage or note secured by it will be modified without the consent of the Lender hereunder.
2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the lender hereunder.
4. As additional security hereunder, Borrower hereby assigns to lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.

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5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable to the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.
7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.
8. Borrower shall maintain adequate insurance on the property in the amounts and form of coverage acceptable to Lender and the Lender shall be named insured as its interest may appear.
9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land and in fee simple; that the Borrower has lawful authority to mortgage said land and that is free and clear of all encumbrances except as may be expressly contained herein. This Mortgage Agreement is protected under the U. S. constitution, guaranteeing the right to contract and shall be interpreted exclusively under the common law. Any persons, tribunals and courts claiming any jurisdiction are referred to U. S. Supreme Court rulings pertaining to the right to contract.

Executed under seal this 20TH day of APRIL, 1998

Digna Renteria  
Borrower

\_\_\_\_\_  
Borrower

State of ILLINOIS  
County of COOK

on this, the 20TH day of APRIL, 1998, before me Digna Renteria, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Signature [Signature]

Affiant \_\_\_\_\_ Known \_\_\_\_\_  Produced ID.