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1999-03-16 11:30:53
Cook County Recorder 33.50

GEORGE E. COLE® No.103 REC
LEGAL FORMS February 1996

MORTGAGE (ILLINIOS)
For Use With Note Form No. 1447



99250890

g.s.

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THIS AGREEMENT, made FEB., 15TH 1999, between JESUS DAVILA (MARRIED TO NORMA DAVILA)

124 W 79TH ST BURR RIDGE, ILL 60521
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and IRINEO DAVILA HUERTA

(MARRIED MARIA A DAVILA) 3604 W 26TH ST CHICAGO, ILL 60623
herein referred to as "Mortgagee," witnesseth: (No. and Street) (City) (State)

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$160,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 15TH day of FEBRUARY, 2000, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 3604 W 26TH ST CHICAGO, ILL 60623

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO, COUNTY OF COOK IN STATE OF ILLINIOS, to wit:

Lot 4 and 5 in Kuthan's Resubdivision of Lots 1 to 5 inclusive in the subdivision of Block 4 in Goodwin, Balestier and Phillip's Subdivision of the West half of the Southwest quarter of Section 26, Township 39 North, Range 13 East of the Third Principal Meridian, including alley South of and adjoining lots 4 and 5 in Kuthan's Resubdivision, aforesaid, in Cook County, Illinois.

which, with the property herein after described, is referred to herein as the "premise,"

Permanent Real Estate Index Number(s): 16-26-300-023-0000 AND 16-26-300-022-0000

Address(es) of Real Estate: 3943-45 W 26TH ST. CHICAGO, ILLINOIS 60623

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

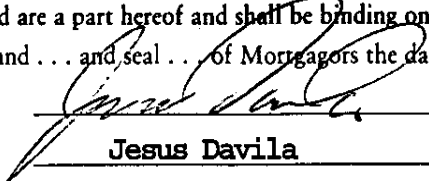
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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: JESUS DAVILA (MARRIED TO NORMA DAVILA)

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.

 (SEAL) _____ (SEAL)

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

Jesus Davila

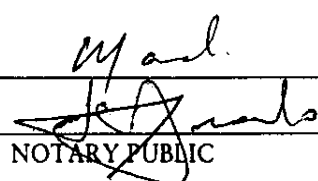
_____ (SEAL) _____ (SEAL)

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 JESUS DAVILA (MARRIED TO NORMA DAVILA)

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ in _____ signed, sealed and delivered the said instrument as _____ 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 official seal, this 12th day of March 19 99

Commission expires 1-28 2001 19

NOTARY PUBLIC

This instrument was prepared by _____
(Name and Address)

Mail this instrument to IRINEO DAVILA HUERTA 3604 W 26TH ST
(Name and Address)

CHICAGO, ILL 60623
(City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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INSTALLMENT NOTE

\$160,000.00 (Forty thousand two hundred and 00/100)

February 15, 1999

FOR VALUE RECEIVED, the undersigned, **Jesus Davila (Married to Norma Davila)** (collectively, "Maker") promises to pay to the order of **Irineo Davila Huerta** ("payee"), the principal sum of **\$160,000.00**, plus interest, in lawful money of the United States. Payee may at any time transfer this Note. The payee or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

1. Interest. Interest shall be charged on unpaid principal until the full amount of principal has been paid. Maker shall pay interest at the rate of **25.00%** per annum.

2.- Payments. Maker shall pay the sum of **\$160,000.00** on or before **February 15, 1999**. If on **February 16, 1999**, Maker still owes amounts under this Note, Maker shall pay those amounts in full on that date, which is called the "Maturity date." Payments shall be made to Payee at **3604 W 26th St. Chicago, Ill 60623**, or at such other address as Payee shall designate to Maker in writing. All payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and any other charges described bellow that Maker shall owe under this Note, and the remainder to principal.

3.- Maker's Right to a Prepay. Maker shall have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When Maker shall make a prepayment, Maker shall notify the Note Holder in writing that Maker is making a prepayment. Maker may make full prepayment or partial prepayments without paying any prepayment charge. The Note Holder shall use all of said prepayments to reduce the amount of principal that maker owes under this Note. If Maker makes a partial prepayment, there will be no changes in the due date or in the amount of Maker's monthly payment unless the Note Holder agrees in writing to those changes.

4.- Loan Charges. If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Maker which exceeded permitted limits will be refunded to Maker. The Note Holder may choose to make this refund by reducing the principal that Maker owes under this Note or by making a direct payment to Maker. If a refund reduces principal, the reduction will be treated as a partial prepayment.

5.- Maker's Failure to Pay as Required.

(A) Late Charge for Overdue Payments. If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, Maker shall pay a late charge to the Note Holder. The amount of the charge shall be five (5.00%) of Maker's overdue payment of principal and interest. Maker shall pay this late charge promptly but only once on each late payment.

(B) Interest after Maturity. Each installment of principal shall bear interest after the due date of such installment at the rate of four (4.00%) per month, which is forty eight (48.00%) per annum.

(C) Default. If Maker does not pay the full amount of each monthly payment on the date it is due, Maker shall be in default.

(D) Notice of Default. If maker is in default, the Note Holder may send Maker a written notice stating that if Maker does not pay the overdue amount by a certain date, the Note Holder may require Maker to pay immediately the full amount of principal which has not been paid and all of the interest that Maker owes on that amount.

(E) No Waiver by Note Holder. Even if, at a time when Maker is in default, the Note Holder does not require Maker to pay immediately in full as described above, the Note Holder shall still have the right to do so if Maker is in default at a later time.

(F) Payment of Note Holder's costs and Expenses. If the Note Holder has required Maker to pay immediately in full as described above, the Note Holder shall have the right to be paid back by Maker for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, including without limitation but by way of illustration, reasonable attorneys' fees.

6.- Notices. Unless applicable law requires a different method, all notices hereunder given to Maker shall be in writing and shall be deemed sufficiently given at that time of personal delivery or the date of mailing thereof, if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to Maker, 2513 S Pulaski Rd Chicago, Ill 60623, or such other address as maker may designate by written notice to Notice Holder.

7.- Confession of Judgment. To secure the payment of said amount due or to become due hereunder, the Maker hereby authorizes irrevocably any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, and at any time after maturity enter judgment without process in favor of the legal holder of this Note for such amount as may appear unpaid thereon, together with costs and reasonable attorney's fees, and to waive and release all heirs which may intervene in such proceeding and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that the said attorney may do by virtue hereof.

8.- Waivers. The Maker of this Note hereby waives notice of dishonor, presentment for payment, demand, protest, notice of protest and all other demands and notices in connection with the delivery, acceptance, performance, defaults or enforcement of this Note; and the Maker of this Note assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral and/or to the addition or release of any other property or person primarily or secondarily liable.

9.- Successors and Assigns Bound. The covenants and agreements of this Note shall bind and benefit the successors and assigns of Maker and Note Holder.

10.- Governing Law. This Note shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note which can be given effect without the conflicting provision. To this end the provisions of this Note are declared to be severable.

THIS NOTE EXECUTED AND DELIVERED by the Maker at Chicago, Illinois this February 15, 1999.

Maker:

[Handwritten Signature]

Jesus Davila

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RODRIGO PRADO, a Notary Public in and for said County and State, do hereby certify that **Jesus Davila (Married to Norma Davila)** 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 said instrument as their free and voluntary act, for the uses and purposes herein set forth.

SUBSCRIBED AND SWORN TO before me
this 12th day of March A.D., 1999

[Handwritten Signature]

Notary Public

