

MORTGAGE

971086

THIS INDENTURE WITNESSETH, that Alejandro N. Zelaya and Myrna A. Zelaya, his wife

herein referred to as "Mortgagors", being indebted to FIDELITY FEDERAL SAVINGS BANK, a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter referred to as the Mortgagee, in the sum of TWENTY SEVEN THOUSAND FIVE HUNDRED NINETY FIVE & 80/100 (\$ 27,595.80) Dollars evidenced by the promissory note of Mortgagors of even date herewith payable to the order of Mortgagee in installments as follows:

60 equal payments of \$ 59.93 each, beginning on June 30 19 86 and continuing on the same day each month thereafter until the entire sum is paid, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns,

the following real estate situated in the County of Cook, State of Illinois, and all right to retain possession of said real estate after default in payment for breach of any of the covenants and agreements herein contained), to-wit:

LOT TWO HUNDRED THIRTY EIGHT -----(238)

In Robbin's Meadow Lake Unit No. 5, being a Subdivision of the North Half (1/2) of the South West Quarter (1/4) and the West Forty (40) feet of the North Half (1/2) of the South East Quarter (1/4) of Section 13, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 7, 1984, as Document Number 1706466.

7615 W. Arcadia (PROPERTY ADDRESS)
Morton Grove, Illinois 60053

P.I. # 09-13-308-011-0000

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which with the property hereinafter described, is referred to herein as the "premises."

YXG172: With all improvements, fixtures, appurtenances thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto which are pledged primarily and exclusively 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 (air conditioning units or similar), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, leader heads, gutters, down and water heads. 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 such apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

This Mortgage is a second lien on the premises mortgaged therein, and is subject to a prior Mortgage on the same premises dated 05-26 19 87.

Made by recording 06-01 19 82, as document number 3621615 for all advances made to be made on the notes secured by the first named Mortgage and for other purposes specified therein.

THE MORTGAGOR COVENANTS

1. Mortgagors shall 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 labor or services subcontracted to the premises, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, (4) upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holder of the note, (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) 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 Mortgagee or to holders of the note duplicate receipts therefor. To prevent a lien in favor of Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm or other perils 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 amount of loss so covered hereby, all in companies rating in A-1 in the holders of the note, under insurance policies which, in case of loss or damage, in Mortgagee's sole discretion, may be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies to be due at the time and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. It is understood that therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act or see where required of Mortgagors in any case in which minor default, expense, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase the property, compromise or settle any tax lien or other prior lien or title or claim thereof, or order from any tax sale or forfeiture, affecting said premises or contents thereof or encumbrance. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee or the holders of the note 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. Inaction of Mortgagee or holders of the note shall never be considered a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. Mortgagee or the holder of the note hereby authorized making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, demand 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.

6. 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 holder of the note and without notice to the Mortgagors, all unpaid indebtedness secured by the 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 the suit shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

FILE 1026

3796615

UNOFFICIAL COPY

MORTGAGE

Alejandro N. Zelaya 51
Myrna A. Zelaya

7615 W. Arcadia

Morton Grove, Illinois 60053

Mail recorder mortgage to:

Fidelity Federal Savings Bank

5455 West Belmont Ave
Chicago IL 60641

Attn: Closing Dept

Loan No. 1-883347

379661

THIS DOCUMENT PREPARED BY:

5455 West Belmont Avenue, Chicago, Illinois 60641

Handwritten initials and date: 9/10/86

NOTARY PUBLIC, STATE OF ILLINOIS
MARLENE GINANI
My Commission Expires 12/19/92

WITNESS the hand of S. and seal, S. of Mortgage on this 20th day of May 1989
Alejandro N. Zelaya
Myrna A. Zelaya
County of Cook
STATE OF ILLINOIS
Notary Public in and for and residing in said County, in the State of Illinois, Myrna A. Zelaya, his wife, a described to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, read and delivered the said mortgage as their free and voluntary act for the uses and purposes therein, including the release and waiver of the right of redemption.

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7. When the indebtedness hereby...
8. 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof...
9. Upon or at any time before the filing of a bill to foreclose the mortgage...
10. No action for the enforcement of the lien or any provision hereof...
11. Mortgages or the holder of the note shall have the right to inspect...
12. IN THE EVENT the Mortgagee transfers this to the within described property to any purchaser without the prior approval in writing by the Mortgagee, then the option of the Mortgagee, the debt incurred by its instrument shall immediately become due and payable.