

THIS INDENTURE WITNESSETH: That the undersigned WIS F. FLORES, Divorced and not since remarried ~~and not since remarried~~ and ELIZABETH ALVARADO, a spinster

of the City of Chicago County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to GERALD J. McGUINN, 11711 S. Campbell, Chicago, IL. 60655

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

ITEM 1: Building Two, Unit 2-K as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 25th day of March, 1980 as Document 3152363

ITEM 2: An Undivided 1.51% interest (except the Units delineated and described in said survey) in and to the following Described Premises: Lot 10 (except the North 6 inches thereof), and all of Lots 11 through 15, both inclusive, in Block One (1) of Resubdivision of Lots One (1) to Twenty Seven (27) both inclusive in Block Three (3) and Lots One (1) to Twenty (20) both inclusive in Block Four (4) in Harmon and Young's Subdivision in the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 25, Township 37 North, Range 13, East of the Third Principal Meridian, also the vacated Alleys lying South of and adjoining Lots One (1) to Seven (7) both inclusive and the Alley lying North of and adjoining Lots Twenty One (21) to Twenty Seven (27) both inclusive in Block Three (3) and the Alley lying South of and adjoining Lots One (1) to Seven (7) both inclusive in Block Four (4), in Cook County, Illinois.

PERMANENT INDEX NUMBER: 24-25-415-017-1050

all rights and benefits under the Home Mortgage does hereby release and waive. TO SECURE the payment of a ce 12552 E. Fairview Ave., Blue Island, IL

by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of THREE THOUSAND no/100 Dollars (\$ 3,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of One hundred thirty eight and 43/100 DOLLARS (\$ 138.43) on the 13th day of each month, commencing with July 13, 1991 until the entire sum is paid.

Final payment due June 13, 1993.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

- (1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.
- (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.
- (3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to 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; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

all rights and benefits under the Home Mortgage does hereby release and waive.

Handwritten signature/initials.

3972500

3972500

Office

UNOFFICIAL COPY

IN DUPLICATE
MORTGAGE
3972500

Submitted by
Address
Promised
Deliver center to
CAROL MOSLEY BRAUN
REGISTRAR OF TITLES

Address
3972500

Address
Deliver Duplicate Trust
Address
3972500

Robert E. Remy
1667 N. 45th St. Suite 202
Hickory Hills, IL 60137

925 N. PULP GROVE RD.
SCHAUMBURG, IL 60173

#91003620-490005387

My Commission Expires 6/18/91

GIVEN under my hand and Notarial Seal, this 13th day of June, A. D. 1991
I, the undersigned, do hereby certify that LUIS F. FLORES, a spinner personally known to me to be the same person(s) whose name(s) (is) (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 free and voluntary act, for the uses and purposes therein set forth, in making the release and waiver of the right of homestead.

I, the undersigned, a Notary Public in and for said county, in the State of Illinois, do hereby certify that LUIS F. FLORES, a spinner, divorced and not since remarried, and LIZABETH ALVARADO, a spinner, divorced and not since remarried, were lawfully married to each other at the time and place herein stated.

STATE OF ILLINOIS
COUNTY OF COOK
Luis F. Flores (SEAL)
Lizabath Alvarado (SEAL)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 13th day of June, A. D. 1991.

which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to avoid or to bid at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid accounts together with interest as herein provided shall 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 suit or proceeding or 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.

(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of

(3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without notice all sums secured hereby, whether or not such default by the Mortgagor hereunder, to declare, out affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, and apply toward the payment of said mortgage indebtedness any payments on the obligation which it secures, may also and in any foreclosure sale may be made of the premises en masse without offering the several parts separately; and in any foreclosure sale and during the period of redemption, if any there may be, and may also immediately proceed to foreclose this mortgage, and immediately take possession of said premises, collect the rents, secure tenants, and maintain said premises in any manner necessary until foreclosure sale and during the period of redemption, if any there may be, and may also immediately proceed to foreclose this mortgage.

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for either purpose;

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the 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 hereby secured 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 Mortgagor to inquire into the validity of any lien, commitment, 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 that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder; and that the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums

B. MORTGAGOR FURTHER COVENANTS:

3972500

UNOFFICIAL COPY

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

(3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof.

(4) That if the Mortgagee shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and with the same terms as the monthly payments, unless such change is by mutual consent.

A. THE MORTGAGOR COVENANTS:

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises, and to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagee's covenants herein contained.

Final payment due June 13, 1993.

together with interest thereon as provided by said note, is payable in monthly installments of One hundred thirty eight and 43/100 Dollars (\$ 138.43) on the _____ day of each month, commencing with July 13, 1991, until the entire sum is paid.

TO SECURE the payment of a certain indebtedness from the Mortgagee to the Mortgagee evidenced by a note made by the Mortgagee in favor of the Mortgagee, bearing even date herewith, in the sum of Three Thousand and no/100 Dollars (\$ 3,000.00), which note,

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Law of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, furniture or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise 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, venetian blinds, in-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); 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.

TO SECURE the payment of a certain indebtedness from the Mortgagee to the Mortgagee evidenced by a note made by the Mortgagee in favor of the Mortgagee, bearing even date herewith, in the sum of Three Thousand and no/100 Dollars (\$ 3,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of One hundred thirty eight and 43/100 Dollars (\$ 138.43) on the _____ day of each month, commencing with July 13, 1991, until the entire sum is paid.

TO SECURE the payment of a certain indebtedness from the Mortgagee to the Mortgagee evidenced by a note made by the Mortgagee in favor of the Mortgagee, bearing even date herewith, in the sum of Three Thousand and no/100 Dollars (\$ 3,000.00), which note,

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Law of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, furniture or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise 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, venetian blinds, in-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); 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.

TO SECURE the payment of a certain indebtedness from the Mortgagee to the Mortgagee evidenced by a note made by the Mortgagee in favor of the Mortgagee, bearing even date herewith, in the sum of Three Thousand and no/100 Dollars (\$ 3,000.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of One hundred thirty eight and 43/100 Dollars (\$ 138.43) on the _____ day of each month, commencing with July 13, 1991, until the entire sum is paid.

3972500

3972500

MORTGAGE
3972500
8830
Divorced and not since remarried
MRS. F. FLORES
a spinster
ELIZABETH ALVARADO
MRS. FLORES
MRS. FLORES
County of Cook
State of Illinois
GERALD J. MCGUINN, 11711 S. Campbell, Chicago, IL. 60655
referred to as the Mortgagee, the following in the State of Illinois, to wit:
a corporation organized and existing under the laws of the State of Illinois
hereinafter referred to as the Mortgagee, does hereby Mortgage and warrant to

Clerk's Office

B. MORTGAGOR FURTHER COVENANTS:

UNOFFICIAL COPY

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the 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 hereby secured 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 inquire into 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 that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for either purpose;

(3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created, or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagee, upon default in any covenants of this mortgage or on any payments on the obligation which it secures, may also immediately take possession of said premises, collect the rents, secure tenants, and maintain said premises in any manner necessary until foreclosure sale and during the period of redemption, if any there may be, and may also immediately proceed to foreclose this mortgage, and in any foreclosure sale may be made of the premises en masse without offering the several parts separately;

(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before us well as after the Master's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of

which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably 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; all of which aforesaid amount together with interest as herein provided shall 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 suit or proceeding or 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 13th

day of June, A. D. 1991

Luis F. Flores

Luis F. Flores

(SEAL)

Elizabeth Alvarado

Elizabeth Alvarado

(SEAL)

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

OFFICIAL SEAL
NANCY A. JARACZEWSKI
Notary Public, State of Illinois
My Commission Expires 6/18/91

I, the undersigned, *cc. st.* a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that *cc. st.* Luis F. Flores, ~~divorced and not since remarried~~ ~~married woman~~ a spinster ~~married woman~~ personally known to me to be the same person(s) whose name(s) (is) (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 13th day of June, A. D. 1991

Nancy A. Jaraczewski
Notary Public

My Commission Expires 6/18/91

MORTGAGE
3972500

Submitted by *Robert E. Reid*
Address *7667 W. 95th St. Suite 202*
Promised *Hickory Hills, IL 60137*
Deliver certiff. to

Address *3972500*
Deliver Duplicate Trust
Filed to
Address
Notaried No. *3972500*

Robert E. Reid
7667 W. 95th St. Suite 202
Hickory Hills, IL 60137

925 N. HULM GROVE RD.
SCHAUMBURG, IL 60173

#91003620-490005387
-312 519-7155

3972500

3972500