

UNOFFICIAL COPY

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DIVISION, SIXTH MUNICIPAL DISTRICT

VILLAGE OF PARK FOREST,
an Illinois municipal corporation,

Plaintiff,

vs.

MARY L. WALKER a/k/a MARY L. CARSON,
et al.,

Defendants.

No. 00 M6 3443

JUDGMENT OF FORECLOSURE AND ORDER OF SALE

THIS CAUSE COMING on to be heard upon the Complaint heretofore filed by the Plaintiff, VILLAGE OF PARK FOREST, an Illinois Municipal Corporation, by and through its attorneys, ROBBINS, SCHWARTZ, NICHOLAS, LEFON & TAYLOR, LTD., and it appearing to the Court that the Plaintiff heretofore commenced this action by filing its Complaint and Motion to Enforce the Lien against the Defendants, MARY L. WALKER a/k/a MARY CARSON, QUINETTE L. COLQUITT and EMPIRE FUNDING CORPORATION under mortgage recorded April 10, 1995 as document number 95238789, UNKNOWN OWNERS, NONRECORD CLAIMANTS, and UNKNOWN TENANTS; that the Affidavits required to make such UNKNOWN OWNERS party defendants to this action were duly filed and UNKNOWN OWNERS have been duly and regularly made party defendants to this action in the manner provided by law;

THAT THE PERSONS designated as UNKNOWN OWNERS included other persons who are interested in this action and who have, or claim some right, title, lease, interest or lien in, to or upon the real estate or some part thereof in this Motion to Enforce Lien, described as tenants in possession; that the name of each of such other persons interested in this action is unknown to the

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Cook County Recorder
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Plaintiff and upon diligent inquiry cannot be ascertained, and all such persons are, therefore, made party defendants to this action by the name and description of UNKNOWN OWNERS.

THE COURT FINDS that any and all Tenants served by name with a Summons as UNKNOWN TENANTS are hereby made a party defendant to these proceedings and the caption is hereby amended to include the names of these Tenants as party Defendants.

THE COURT HAVING examined the files and records in this cause, the Court having received an Affidavit of Prove Up and being fully advised in the premises, finds that each of the Defendants in this cause have been duly and properly brought before the Court, either through service of Summons or by publication, all in the manner provided by law; that due and proper notice has been given to each of the Defendants during the progress of this cause as required by law.

IT FURTHER APPEARING to the Court that all Defendants failed to plead to the Plaintiff's Motion to Enforce Lien within the time required by law, but therein made default and that an Order of Default has been heretofore entered against the above mentioned Defendants and the Court being fully advised in the premises,

FINDS AS FOLLOWS:

1. That the Court has jurisdiction of the parties to and the subject matter of this cause.
2. That all of the material allegations of the Motion to Enforce Lien are true and proven against said Defendants and that the evidence of the indebtedness has been exhibited in open Court and has been marked as Plaintiff's Exhibit A, and that the security interest foreclosed has been exhibited in open Court and has been marked as Plaintiff's Exhibit B, was recorded in the office of the Cook County Recorder of Deeds on March 28, 1988, and is known as Document Number 88125853, and that copies of the aforesaid evidence of indebtedness and security interest foreclosed

have been and are attached to the Motion to Enforce Lien, leave has been given to withdraw the originals of said Note and Mortgage and substitute therefore said copies.

3. That the material allegations of the Motion to Enforce Lien filed herein are true and proven; that the equities of this cause are with the Plaintiff who is entitled to a Decree of Foreclosure in accordance with the prayer of the Motion to Enforce Lien; and that there is, at this time, due to said Plaintiff upon the Note and Mortgage security, each of which has been in said Complaint described, the following amounts:

Principal	\$ 2,557.15
Accrued Interest	\$ 396.36
Fees, Costs and Advances	\$19,684.22
Total Due	\$22,637.73

That MARY L. WALKER a/k/a MARY CARSON AND QUINETTE L. COLQUITT are personally liable for any deficiency resulting from any sale hereunder.

4. That under the provisions of said Mortgage herein sought to be foreclosed, the costs of foreclosure are an additional indebtedness for which the Plaintiff should be reimbursed and such expenses are hereby allowed to the Plaintiff.

5. That the Plaintiff's Mortgage is a first lien upon the real estate hereinafter described and is superior to all other liens, rights or claims upon the real estate.

6. That in said Mortgage it is provided that: the Attorneys for the Plaintiff are entitled to reasonable attorneys fees; that the sum of \$ 5,131.82 has been included in the above indebtedness as aforesaid attorneys fees as provided in the Mortgage, that said sum is the usual, customary and reasonable charge made by attorneys in like cases; that said sum shall be retained by the Attorney for the Plaintiff and that said sum is hereby allowed.

7. That this Court finds that the subject property is vacant and abandoned residential property, with a one month period of redemption.

8. This is a final and appealable Order pursuant to Supreme Court Rule 304 (a), no good cause having been shown to delay execution or appeal of this Order.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that if the property is not redeemed according to law, upon expiration of the statutory period of redemption on June 17, 2002, a Sheriff's Sale or other Judicial Sale shall be held and the Plaintiff herein, or his successor in interest, or assignee, shall be entitled to a Sheriff's Deed or a Judicial Sale Deed conveying the subject premises.

IT IS FURTHER ORDERED that unless the Defendants in this cause, or any one of them, within three (3) days from the entry of this Decree, pay or cause to be paid to Plaintiff the sum of \$22,637.73, with interest thereon at the rate of nine (9) percent per annum from the date of this Decree to the date of payment, and to pay to the officers of this Court the taxed costs; in this cause, the premises hereinafter and in said Complaint and Motion to Enforce Lien described, or so much thereof as may be necessary to pay the amounts found to be due to the Plaintiff, with interest thereon and the costs aforesaid, and which may be sold separately without material injury to the parties in interest, be sold at public venue, upon the expiration of the redemption period as aforesaid, to the highest bidder for cash, by Michael F. Sheahan, Sheriff of Cook County, or his successor in office or duly authorized deputy, as Selling Agent, hereafter designated "said Appointee" or appointment by this Court, or as otherwise designated by said Appointee, and that said Sheriff or Appointee give public notice of the time, place and date of such Sale by publishing the same at least once a week for three (3) consecutive weeks in some secular newspaper of general circulation published in the County of Cook, and State of Illinois; that the Plaintiff or any of the parties to this cause may

become purchasers at such Sale, and that the Plaintiff may bid the amount of its Judgment in lieu of cash at said sale; that said Appointee may, in their discretion, for good cause, adjourn or continue the Sale so advertised by oral proclamation and without further publication; that upon said Sale being made, said Appointee shall execute and deliver to the purchaser or purchasers a Certificate of Sale evidencing such purchase and describing the premises purchased and the amount paid therefore, of, if purchased by the Plaintiff, the amount of its bid and the time when such purchaser or purchasers will be entitled to a Deed to said premises, and within ten (10) days from the date of Sale, he may file a duplicate of such Certificate in the office of the Cook County Recorder of Deeds.

THAT SAID APPOINTEE, out of the proceeds of such Sale, shall retain his fee, disbursements and commissions herein and pay to the Officers of this Court their costs in this cause, and out of the remainder, pay to the Plaintiff its otherwise unreimbursed costs to be incurred subsequent to the entry of this Decree in connection with this foreclosure Sale and perfection of the Certificate of Sale thereunder; and also out of the remainder, pay to the Plaintiff the amount by this Decree found to be due to said Plaintiff, with interest thereon at the rate of nine (9) percent per annum from the date of this Decree to the date of Sale, and if such remainder shall be more than sufficient to pay the aforesaid amounts, that he bring such surplus into the Court to abide the further Order of said Court, and that he take receipts from the respective parties to whom he might have made payment as aforesaid and file the same with his Report of Sale with the court.

IT IS FURTHER ORDERED that if the Plaintiff shall pay any real estate taxes, assessments or any other advances, either pursuant to the security instrument or note or pursuant to statute, as may be equitable, with respect to the property foreclosed herein during the period of redemption, the sum paid, plus statutory interest therefrom from the date of payment, shall be added to the sum

outstanding subsequent to Judgment and prior to Sale or the Defendants' statutory special rights of redemption, plus any I additional reasonable attorneys fees incurred.

IT IS FURTHER ORDERED any and all leases affecting the subject property held by any Defendant herein will be terminated upon issuance of a deed of conveyance hereunder.

IT IS FURTHER ORDERED that upon the expiration of the time specified by 735 ILCS 5/15-1603, if the premises are not redeemed according to law, and are sold at Sheriff's Sale or Judicial Sale, upon confirmation of said Sale by this Court, pursuant to 735 ILCS 5/15-1509, the Defendants and all persons claiming under them or any of them since the commencement of this suit be forever barred and foreclosed of and from all rights and equity and redemption or claim of, in and to said premises or any part thereof; that in case said property shall not have been specifically redeemed as provided by statute, then upon production to the said Appointee, or his successor or duly authorized Deputy, of said Certificate of Sale by the legal holder of such Certificate, along with an Order confirming said Sale, a good and sufficient Sheriff's Deed or Judicial Sale Deed of conveyance of said premises shall be issued; that thereupon, the grantee or grantees in such Deed, or his or her legal representative or assigns, be let into possession of said premises; in default of so doing, an Order of Possession shall be provided in the Order confirming said Sale.

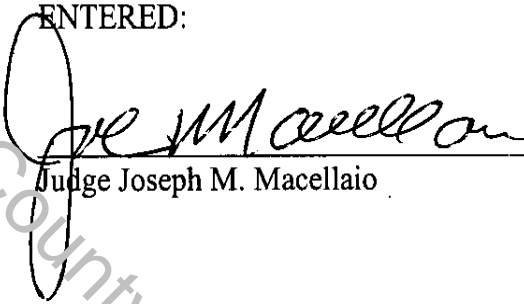
THE PREMISES by the Decree authorized to be sold are situated in the County of Cook, State of Illinois, and are described as follows:

LOT 18 IN BLOCK 6 IN VILLAGE OF PARK FOREST AREA 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN JOLIET AND EASTERN RAILROAD, ALL IN COOK COUNTY, ILLINOIS.

and is commonly known as 304 Allegheny Street, Park Forest, Illinois 60466, and the Permanent Tax Number is 32-30-209-029.

THE COURT expressly retains jurisdiction of the property which is the subject of this foreclosure for the entire period of redemption and Sheriff's Sale or Judicial Sale, and for so long thereafter as may be necessary for the purpose of placing in possession of the premises the grantee or grantees in said Sheriff's Deed or Judicial Sales Deed, or his or their legal representatives or assigns, and reserves the right to appoint a receiver to take possession of said premises in order to prevent impairment of the value of the premises, manage premises or satisfy any deficiency which may be found due to the Plaintiff.

DATED: 17 May 17, 2002

ENTERED:


Judge Joseph M. Macellaio

Mathias W. Delort
Angela R. Hall
ROBBINS, SCHWARTZ, NICHOLAS, LIFTON & TAYLOR, LTD.
20 North Clark Street, Suite 900
Chicago, IL 60602
312/332-7760
Cook County Attorney Number 91219

ENTERED
ASSOC. JUDGE JOSEPH M. MACELLAIO
MAY 17 2002
Circuit Court - 561

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT - SIXTH DISTRICT

COOK COUNTY CLERK'S OFFICE
JUL 27 2001 10:30 AM

VILLAGE OF PARK FOREST,
an Illinois municipal corporation
Plaintiff,

vs.

MARY L. WALKER a/k/a MARY L. CARSON,
et al.
Defendants.

No. 00 M6 3443

MOTION TO ENFORCE THE LIEN

NOW COMES Plaintiff, Village of Park Forest, an Illinois municipal corporation (the "Village"), by its attorneys, ROBBINS, SCHWARTZ, NICHOLAS, LIFTON & TAYLOR, LTD., brings this motion pursuant to the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101, *et seq.*, and the Illinois Municipal Code, 65 ILCS 5/11-21.1. In support, the Village states as follows:

1. The Village files this motion to enforce the lien which was obtained by the Village and recorded on July 27, 2001, and to initiate proceedings to foreclose the mortgage.
2. Information concerning mortgage: Mary L. Walker a/k/a Mary Carson and Quinette L. Colquitt (the "Mortgagors") entered into a Mortgage with Chemical Mortgage Company n/k/a Chase Manhattan Mortgage Company, assignee of Independence One Mortgage Corporation, in the amount of \$44,600, recorded March 28, 1988 with the Cook County Recorder of Deeds as document number 88125853. Mary L. Walker a/k/a Mary Carson entered in a subsequent Mortgage and Assignment of Mortgage with HCP Sales, Inc. in the amount of \$6,500, recorded with the Cook County Recorder of Deeds on April 10, 1995 as document number 95238789 (the "Mortgage"). Whereby the Mortgagor did mortgage and warrant the real estate described in paragraph 4, below. Attached as Exhibit A is a copy of the above referenced mortgages.



3. The legal description of the mortgaged real estate and the common address:

LOT 18 IN BLOCK 6 IN VILLAGE OF PARK FOREST AREA 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN JOLIET AND EASTERN RAILROAD, ALL IN COOK COUNTY, ILLINOIS.

304 Allegheny Street, Park Forest, IL 60466

Permanent Index Number: 32-30-209-029, together with all building improvements now or hereafter erected thereon, including all fixtures, appurtenances, appliances, specifically set forth in the Mortgage, and together with all rents, issues and profits for the uses and purposes therein set forth as will more fully appear in a true copy of the Mortgage, which is attached hereto as Exhibit A.

4. The Mortgage included an installment Note dated March 25, 1988 which is payable with interest at the rate of 10.5 percent per annum, said principal and interest being paid in \$407.98 monthly installments beginning on May 1, 1988 and like sum being due on the first day of each and every month thereafter until said Note shall be fully paid. The note further provides that upon any default of said note, or any instrument securing it, the unpaid balance thereon shall become accelerated and immediately due and payable. A copy of the Note is attached as Exhibit B.

5. The Mortgage was duly executed and acknowledged in all respects in conformity with law, including the waiver and release of all rights under and by virtue of the Homestead Exemption Laws of Illinois, and was on March 28, 1988, filed for record in the Cook County Recorder of Deeds Office as document number 88125853.

6. Section 11-31-1(a) of the Illinois Municipal Code provides that the corporate authorities of a municipality may demolish dangerous and unsafe buildings within the territory of the municipality by applying to the Circuit Court for an order authorizing the demolition.

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7. On April 18, 2001, this Court granted an order of demolition which stated that the Village may demolish all structures on the property and the costs of the demolition incurred by the Village are a lien on the real estate. The April 18, 2001 Order is attached hereto as Exhibit C.

8. Section 11-31-1(a) of the Illinois Municipal Code provides that the cost of the demolition incurred by the municipality, including court costs, attorney's fees and other costs related to the enforcement of this Section, are recoverable from the owners of the real estate and is lien on the real estate. The Village incurred costs and expenses in the amount of 13,013.00. The Notice of Lien which was recorded on July 27, 2001 with the Cook County Recorder of Deeds Office as document number 0010679234 is attached hereto as Exhibit D.

9. Section 15-1603 of the Illinois Mortgage Foreclosure Law provides that the court may shorten the redemption period upon making a finding that based upon facts and circumstances available to the court at the time of judgment that the property is nonresidential or abandoned. Further, Section 11-31-1(a) of the Illinois Municipal Code provides that the redemption period shall end sixty (60) days after the date of entry of the order of foreclosure for the purposes of foreclosures of liens initiated pursuant to the Illinois Municipal Code.

10. That the Mortgagors are the persons who will be liable, as the Mortgagors are the owners of the real estate conveyed by the Mortgage being sought to be foreclosed in this proceeding.

11. The real estate conveyed by the Mortgage being sought to be foreclosed in this proceeding is located at 304 Allegheny Street, Park Forest, IL 60466.

12. That the following person and/or entities may have an interest in the real estate being foreclosed herein and whose equitable right to redeem or interest is sought to be barred: Mary L. Walker a/k/a Mary Carson, Quinette Colquitt, HCP Sales, Inc., Empire Funding Corporation, non-record claimants, unknown tenants and unknown owners.

13. The Village states that in addition to the persons and/or entities designated by name herein, there are other persons who are interested in this action and who have, or claim some right, title, interest or lien in, to or upon the real estate or some part thereof in this Complaint described, that the name of each such other persons are, therefore, made party Defendants to this action by the name and description of non-record claimants, unknown tenants and unknown owners.

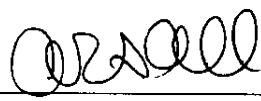
WHEREFORE, Plaintiff requests the following:

1. That an accounting be taken of the amounts due and owing to the Plaintiff pursuant to the Notice of Lien, including, but not limited to attorneys' fees, costs and expenses.
2. That said mortgage and the amounts found due Plaintiff thereunder be declared a good, valid and subsisting first lien upon the premises described herein, having priority over all other Defendants in this cause.
3. That the Court determine the person or persons personally liable for the indebtedness due Plaintiff, and that said person or persons be decreed to pay to the Plaintiff whatever sum or sums that shall appear to be due upon the taking of such an accounting and upon application to Plaintiff, that any judgment entered in this cause be executable as a judgment for money.
4. That upon application by Plaintiff, a consent decree of foreclosure pursuant to 735 ILCS 5/15-1402 be entered.
5. That the property be sold at a Sheriff's sale.
6. That all leasehold interests of any of the Defendants be terminated.

- 7. That in the event there is a deficiency after Sale, the deficiency be decreed a good and valid lien and a judgment against certain defendants, upon application and until said deficiency is satisfied; and that said Receivership or Mortgagee in Possession (if appointed by this Court) be continued during the full period of redemption and until said deficiency has been satisfied in full.
- 8. An order granting a shortened redemption period, as applicable.
- 9. That Plaintiff has such other and further relief as equity may require and that this Court may deem appropriate.

Respectfully Submitted,

VILLAGE OF PARK FOREST

By: 

 Angela R. Hall, one of the Attorneys
 for the Village of Park Forest

Mathias W. Delort
 Angela R. Hall
ROBBINS, SCHWARTZ, NICHOLAS, LIFTON & TAYLOR, LTD.
 20 North Clark Street, Suite 900
 Chicago, IL 60602
 312/332-7760
 Cook County Attorney Number 91219

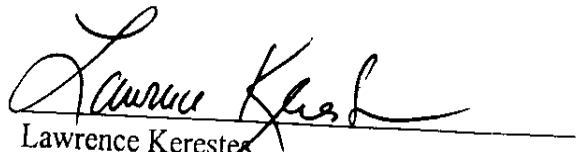
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VERIFICATION

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I, Lawrence Kerestes, under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, certifies that he is the Zoning, Building and Planning Director of the Plaintiff, the Village of Park Forest, and that the statements set forth in this instrument are true and correct, except as to the matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.


Lawrence Kerestes

Property of Cook County Clerk's Office

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15
U.S.C., SECTION 1601 AS AMENDED**

1. This is an attempt to collect a debt. Any information acquired in the conduct of this matter will be used for that purpose.
2. The amount of the debt is stated in paragraph eight (8) of the Complaint for Foreclosure attached hereto.
3. The Plaintiff as named in the attached Summons and Complaint, is the creditor to whom the debt is owed.
4. The debt described in the Complaint attached hereto and evidenced by the copy of the Mortgage and Note attached hereto, will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing, within thirty (30) days of the receipt of this notice, that the debt, or any portion thereof, is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.

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FHA Case No.

131-5226045

State of Illinois

Mortgage

I.O.M.C.# 162509-8

This Indenture, made this 25th day of March, 19 88, between

MARY L. WALKER, A Single Woman* and QUINETTE L. COLQUITT, A Single Woman HAVING NEVER BEEN MARRIED, Mortgagor, and *DIVORCED AND NOT SINCE REMARRIED

INDEPENDENCE ONE MORTGAGE CORPORATION, Mortgagor. a corporation organized and existing under the laws of The State of Michigan

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Forty-four thousand six hundred and NO/100----- Dollars (\$ 44,600.00)

payable with interest at the rate of Ten and one half per centum (10.500%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Four hundred seven and 98/100----- Dollars (\$ 407.98)

on the first day of May, 19 88, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 20 10.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagor, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

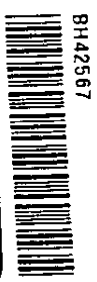
LOT 18 BLOCK 6 IN VILLAGE OF PARK FOREST AREA NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 30 TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF THE ELGIN JOLIET AND EASTERN RAILROAD, ALL IN COOK COUNTY, ILLINOIS.

Tax Item # 32-30-209-029

BAD Un

THIS DOCUMENT PREPARED BY:
KAREN M. STOLTMAN
INDEPENDENCE ONE MORTGAGE CORPORATION
100 W. 22ND STREET, SUITE 141
LOMBARD, IL 60148

COMMONLY KNOWN AS:
304 ALLEGHENY STREET
PARK FOREST, ILLINOIS 60466



Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Previous edition may be used until supplies are exhausted

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Page 1 of 4

BOX 158

HUD-92116-M.1 (9-86 Edition) 24 CFR 203.17(a)

VMP-4A(IL) (8710)

VMP MORTGAGE FORMS • (313)293-8700

To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and 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 to said Mortgagor does hereby expressly release and waive.

special assessments; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note; and
- (iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

And Said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and

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2 5 6 5 1 0 0

of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within SIXTY (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY (60) days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding; and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

Witness the hand and seal of the Mortgagor, the day and year first written.

Mary L. Walker
MARY L. WALKER

[Seal]

Quinette L. Colquitt
QUINETTE L. COLQUITT

[Seal]

[Seal]

[Seal]

State of Illinois

County of Cook

I, *the undersigned*, a notary public, in and for the county and State
aforesaid, Do Hereby Certify That MARY L. WALKER
and QUINETTE L. COLQUITT, his wife, personally known to me to be the same
person whose names THEY 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 25th day March, A.D. 1988

Marianne Sanchez
Notary Public.

Doc. No. *my commission expires: 10/24/89*, Filed for Record in the Recorder's Office of

County, Illinois, on the _____ day of _____ A.D. 19____

at _____ o'clock _____ m., and duly recorded in Book _____ of _____ Page _____

DEPT-01 RECORDING \$15.
T#1111 TRAN 6E53 03/28/88 13:10:00
#3389 # A * 88-125853
COOK COUNTY RECORDER

15-

88125853

85-31907

UNOFFICIAL COPY

0020681457

95238789

ILLINOIS MORTGAGE AND ASSIGNMENT OF MORTGAGE

DEPT-01 RECORDING #23.50
0008 TRAM 0746 04/10/95 15:13:00
\$3139 + SK *-95-238789
COOK COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned _____

MARY CARSON AKA MARY L. WALKER

_____ spouse
and _____
hereinafter referred to as "Mortgagor" whether singular or plural) for and in consideration of the sum of One and No/100 Dollars (\$1.00) together with
other good and valuable considerations, cash in hand paid by HCP JAMES INC.
_____ hereinafter referred to as "Mortgagee"), receipt of which consideration is
herby acknowledged, do hereby grant, bargain, sell, convey and warrant unto Mortgagee and unto its successors and assigns forever, the following
properties, situated in the County of COOK, State of Illinois, to-wit:

LOT 18 IN BLOCK 6 IN THE VILLAGE OF
PARK FOREST AREA NUMBER 1 BEING A SUBDIVISION OF PART
OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 30,
TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN LYING SOUTH OF THE SOUTH RIGHT
OF WAY LINE OF THE ELGIN JOLIET AND EASTERN
RAILROAD, ALL IN COOK COUNTY, ILLINOIS
32-30-209-029

Address of property 304 ALLEGHENY PARK FOREST IL

To have and to hold the same unto Mortgagee and unto its successors and assigns forever, together with: all appurtenances thereunto belong-
ing; and all fixtures and equipment used or useful in connection with said property, Mortgagor hereby covenants by and with Mortgagee that
Mortgagor will forever warrant and defend the title to said properties against any and all claims of any nature or kind whatsoever.

And we, the Mortgagor for and in consideration of the considerations aforesaid before recited, do and hereby release and relinquish unto Mortgagee
all our rights of dower, curtesy and homestead in and to the above-described _____

This grant of Mortgage is on the condition that whereas Mortgagor is justly indebted unto Mortgagee in the sum of SIX THOUSAND
FIVE HUNDRED SIXTY Dollars (\$ _____), evidenced by one retail
instalment contract (the "Contract") of even execution date, in the sum of \$ COOK COUNTY, ILLINOIS and interest thereon until due as provided in the
Contract, payable in 12 equal successive monthly instalments of \$ 1,000 each, except the final
instalment, which shall be the balance due on the Contract.

This instrument shall also secure the payment of any and all renewals and/or extensions of said indebtedness, or any portion hereof together with
any and all amounts that the Mortgagor now owe or may owe the Mortgagee, either direct or by endorsement, at any time between this date and the
expiration of record of the lien of this instrument, including any and all future advances that may be made to the Mortgagor jointly
and/or severally, either direct or by endorsement.

Mortgagor and Mortgagee acknowledge and represent that a material part of the consideration for the indebtedness secured by Mortgagee to
Mortgagee is that the entire unpaid balance of principal and accrued interest due on said indebtedness shall be paid prior to the sale, transfer or encum-
brance, contract of sale contract to transfer or contract to encumber all or any part of or interest in the mortgaged property, in the event of the sale,
transfer, encumbrance, contract of sale, contract to transfer or contract to encumber all or any part of the property herein described, without the prior
written approval of Mortgagee, which approval may be withheld in the sole and absolute discretion of Mortgagee, such sale, transfer, encumbrance,
contract of sale, contract to transfer or contract to encumber shall constitute a default under the Mortgage and the indebtedness evidenced by the
Contract hereinabove described shall be immediately due and payable on the election of Mortgagee regardless of the financial position (in a county) of
the proposed transferee.

Mortgagor hereby agrees and covenants to pay any and all taxes both general and special as same may be assessed and become due and
payable and if required by Mortgagee to keep all buildings located upon the premises insured against loss or damage from fire, tornado and extended
coverage insurance in a company and amount acceptable to Mortgagee, with standard mortgage clause in favor of Mortgagee as its interest appears,
and with adequate flood coverage under the National Flood Insurance Program, and pay the premiums thereon. If Mortgagor fails to pay any such
taxes or obtain any such insurance coverage, Mortgagee, its assigns or holders of said indebtedness shall have the right to pay said taxes and/or
insurance premiums, and the amount so paid shall constitute a charge against the Mortgagor and added to the amount due hereunder, shall be
secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the rate then applicable to the
unpaid balance of the principal as set forth in the above-referenced Contract.

In addition to pledging the property as hereinbefore mentioned, Mortgagor also hereby pledges any and all profits, rents and income accruing in
connection with said property. However, the right is reserved to the Mortgagor to collect the profits, rents and/or income as same mature and become
due and payable, but in the event of default as to any of the covenants herein contained, then at the option of Mortgagee, its assigns, or the holders of
said indebtedness, if or they are hereby given the right of taking over said property, managing same, renting same and collecting the rents thereon,
and the net income so collected shall be credited upon the indebtedness and/or covenants in connection herewith.

If the Mortgagor should fail or refuse to make any of the payments herein before recited, either principal, interest taxes or insurance premiums as
same mature and become due and payable, then at the option of the Mortgagee, its assigns or the holders of the indebtedness, all the remaining
unpaid portion thereof shall become due and payable, and the lien of this instrument subject to foreclosure by suit filed in Chancery Court of the coun-
ty in which the above described property is situated. Failure to exercise the option herein granted to declare the entire balance due and payable on the
default shall not be a waiver to exercise the option at any subsequent default.

But, if the undersigned shall pay all of the indebtedness secured by this Mortgage, at the time and in the manner set out above, and shall fully do
and perform all of the other obligations herein assumed by the undersigned, the above conveyance shall be null and void; otherwise, to remain in full
force and effect.

23/4 50
①

NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in your property. The mortgage is taken as collateral for performance of your obligations under your home improvement contract.

UNOFFICIAL COPY

IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed this, the 17 day of October 1994

Prepared by:

J. Bortolotti
11 W. 62nd Street
Dalebrook Terrace IL

Mary Carson
MARY CARSON (Mortgagor)

Mary L Walker
AKA MARY L. WALKER (Mortgagor)

0020681457

ACKNOWLEDGEMENT

STATE OF ILLINOIS } ss.
COUNTY OF Cook

I, GREGG COLENO, a Notary Public in and for said county and state, do hereby certify that Mary Carson AKA Mary L Walker 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 he signed and delivered the said instrument as his/har/their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17 day of Oct, 1994

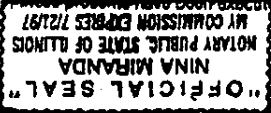
My Commission Expires: [Signature] Notary Public

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for legally sufficient consideration, does hereby grant, sell, assign, transfer, set over and convey to EMPIRE FUNDING CORP., its successors and assigns, the foregoing Mortgage, and the lien thereof encumbering the real property described therein.

IN WITNESS WHEREOF, these presents have been executed by the undersigned as of 1/25 1995

(SEAL)



By: Ellen Hodnik (Seller)
Nina Miranda
My Commission Expires: 7/21/97 Notary Public

(CORPORATE ACKNOWLEDGEMENT)

STATE OF ILLINOIS } ss.
COUNTY OF Cook

On 1/25 1995 before me, the undersigned authority personally appeared Ellen Hodnik to me known to be the M.C.P. Sales, Inc. and known to me to be the person who as such officer of said corporation executed the same, and he/she acknowledged before me that said instrument is the act and deed of said corporation by Ellen Hodnik executed as such officer for the purposes therein expressed.

WITNESS, my hand and official seal the day and year last above written.



My Commission Expires: 7/21/97 Notary Public

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF ILLINOIS } ss.
COUNTY OF

I, _____, a Notary Public in and for said county and state, do hereby certify that _____ personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed and delivered the said instrument as _____ free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19 _____

My Commission Expires: _____ Notary Public

652337256

UNOFFICIAL COPY

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0930818

State of Illinois

Mortgage Note

FHA Case No.
131:5326046

I.O.M.C.# 162509-8

PARK FOREST, Illinois
March 25, 1988

\$ 44,600.00

For Value Received, the undersigned promise(s) to pay to the order of

INDEPENDENCE ONE MORTGAGE CORPORATION

0020681457

the principal sum of Forty-four thousand six hundred and NO/100----- Dollars (\$ 44,600.00)

with interest from date at the rate of Ten and one half

per centum (10.500 %) per annum on the unpaid balance until paid; the said principal and interest to be payable in monthly installments as follows:

Four hundred seven and 98/100----- Dollars (\$ 407.98)

on the first day of May, 1988, and a like sum on the first day of each and every month thereafter until this note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 2018.

Both principal and interest shall be payable at the office of

P.O. BOX 33081, DETROIT, MI 48232

or at such other place as may from time to time be designated in writing.

Upon default in the payment of any such installment of principal and interest for a period of thirty (30) days after the due date thereof, the holder of this note may, at its option, and without notice, declare all the unpaid principal and accrued interest on said note immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest, and notice are hereby waived.

Mary L. Walker
MARY L. WALKER
(Signature)

304 ALLEGHENY STREET
PARK FOREST, ILLINOIS 60466
(Address)

Quinette L. Colquitt
QUINETTE L. COLQUITT
(Signature)

304 ALLEGHENY STREET
PARK FOREST, ILLINOIS 60466
(Address)

(Signature)

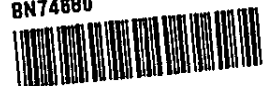
(Address)

(Signature)

(Address)



BN74880



This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act.

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