

MORTGAGE

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

1600

MT # 20517 BK

THIS INDENTURE, Made this 20TH-----day of SEPTEMBER-----, 19 85 between MAYWOOD PROVISO STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 31, 1985 AND KNOWN AS TRUST NUMBER 6700, AND NOT PERSONALLY-----, Mortgagor, and MIDWEST FUNDING CORPORATION----- a corporation organized and existing under the laws of THE STATE OF ILLINOIS-----, Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY FOUR THOUSAND SEVEN HUNDRED FIFTY AND NO/100----- Dollars (\$ 54,750.00---- )

payable with interest at the rate of ELEVEN AND ONE HALF----- per centum ( 11.50----%) per annum on the unpaid balance until paid and made payable to the order of the Mortgagee at its office in DOWNERS GROVE, ILLINOIS-----, or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED FORTY TWO AND 19/100----- Dollars (\$ 542.19----- ) on the first day of NOVEMBER-----, 19 85, 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 OCTOBER-----, 2015-----.

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 into the Mortgagee, 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 723 AND 724 IN MADISON STREET ADDITION TO MAYWOOD, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80) ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

PREPARED BY: JILL S. VOCHT  
RETURN TO: MIDWEST FUNDING CORPORATION  
1070 31ST STREET, SUITE 401  
DOWNERS GROVE, ILLINOIS 60515

146 So. 11th Ave.  
Maywood, Ill.  
15-10-233-046  
15-10-233-047

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.

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 the said Mortgagor does hereby expressly release and waive.

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 improvements 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.

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AND THE SAID MORTGAGOR FURTHER AGREES THAT SHOULD THIS MORTGAGE AND THE NOTE SECURED HEREBY NOT BE ELIGIBLE FOR INSURANCE UNDER THE NATIONAL HOUSING ACT WITHIN SIXTY 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 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 HIS OPTION, DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE.

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 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.

\* 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 MAINTAIN ADEQUATE INSURANCE AND URBAN DEVELOPMENT.

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 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 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 HIS OPTION, DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE.

THAT IF THE PREMISES, OR ANY PART THEREOF, BE CONDEMNATED 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 THE 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.

IN FORCE SHALL PASS TO THE PURCHASER OR GRANTEE.

INDEBTEDNESS SECURED HEREBY, ALL RIGHT, TITLE AND INTEREST OF THE MORTGAGOR IN AND TO ANY INSURANCE POLICIES THEN IN FORCE OF FORECLOSURE OR OTHER TRANSFER OF TITLE TO THE MORTGAGED PROPERTY IN EXISTING POSSESSION OF THE MORTGAGOR, 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 OR OTHER TRANSFER OF TITLE TO THE MORTGAGED PROPERTY IN EXISTING POSSESSION OF THE MORTGAGOR, 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.

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 HERETO LOSS PAYABLE CLAUSES IN FAVOR OF AND IN FORM ACCEPTABLE TO THE MORTGAGEE. IN EVENT OF LOSS MORTGAGEE WILL GIVE IMMEDIATE NOTICE BY MAIL TO THE MORTGAGOR, WHO MAY MAKE PROOF OF LOSS IF NOT MADE PROMPTLY BY MORTGAGEE, 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.

INDEBTEDNESS SECURED HEREBY, ALL RIGHT, TITLE AND INTEREST OF THE MORTGAGOR IN AND TO ANY INSURANCE POLICIES THEN IN FORCE OF FORECLOSURE OR OTHER TRANSFER OF TITLE TO THE MORTGAGED PROPERTY IN EXISTING POSSESSION OF THE MORTGAGOR, 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.

AND, AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS FORESAID 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 HERINAFORE 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 HEREBY.

IF THE PORT OF THE PAYMENTS MADE BY THE MORTGAGOR UNDER SUBSECTION 7 OF THE PRECEDING PARAGRAPH SHALL EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY MADE BY THE MORTGAGOR 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 MORTGAGEE, SHALL BE CREDITED ON SUBSEQUENT PAYMENTS TO BE MADE BY THE MORTGAGOR, OR RETURNED TO THE MORTGAGOR, IF, HOWEVER, THE MONTHLY PAYMENTS MADE BY THE MORTGAGOR UNDER SUBSECTION 7 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 RENDER 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 ALL PAYMENTS MADE UNDER THE PROVISIONS OF SUBSECTION 7 OF THE PRECEDING PARAGRAPH WHICH THE MORTGAGOR HAS NOT BECOME OBLIGATED TO PAY TO THE MORTGAGEE.

IF THE PORT OF THE PAYMENTS MADE BY THE MORTGAGOR UNDER SUBSECTION 7 OF THE PRECEDING PARAGRAPH SHALL EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY MADE BY THE MORTGAGOR 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 MORTGAGEE, SHALL BE CREDITED ON SUBSEQUENT PAYMENTS TO BE MADE BY THE MORTGAGOR, OR RETURNED TO THE MORTGAGOR, IF, HOWEVER, THE MONTHLY PAYMENTS MADE BY THE MORTGAGOR UNDER SUBSECTION 7 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.

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

If the port of the payments made by the Mortgagor under subsection 7 of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor 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 Mortgagee, shall be credited on subsequent payments to be made by the Mortgagor, or returned to the Mortgagor, if, however, the monthly payments made by the Mortgagor under subsection 7 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 THE PORT OF THE PAYMENTS MADE BY THE MORTGAGOR UNDER SUBSECTION 7 OF THE PRECEDING PARAGRAPH SHALL EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY MADE BY THE MORTGAGOR 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 MORTGAGEE, SHALL BE CREDITED ON SUBSEQUENT PAYMENTS TO BE MADE BY THE MORTGAGOR, OR RETURNED TO THE MORTGAGOR, IF, HOWEVER, THE MONTHLY PAYMENTS MADE BY THE MORTGAGOR UNDER SUBSECTION 7 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.

AND THE SAID MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

(a) XXXX A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on the mortgaged property (all as estimated by the Mortgagee less all sums already paid and hereafter provided by the mortgagor) 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:

(b) XX All amounts mentioned in the two preceding subsections of this paragraph and all payments to be made under the taxes and special assessments, and

(c) XXXX All amounts mentioned in the two preceding subsections of this paragraph and all payments to be made under the taxes and special assessments, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, assessments, and taxes, to be paid to the Mortgagee one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, and

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:

THAT PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR PART, ON ANY INSTALLMENT DUE DATE.

\* THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR IN AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS ON THE PRINCIPAL THAT IS NEXT DUE ON THE NOTE, ON THE FIRST DAY OF ANY MONTH PRIOR TO THE DATE WHEN SUCH PAYMENTS ARE DUE.

AND THE SAID MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

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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 at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be 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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If 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.

X \_\_\_\_\_ [SEAL] \_\_\_\_\_ [SEAL]  
MAYWOOD PROVISO STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED  
AUGUST 31, 1985 AND KNOWN AS TRUST NUMBER 6700, AND NOT PERSONALLY. [SEAL]

STATE OF ILLINOIS

s.s.

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a notary public, in and for the county and State aforesaid, Do Hereby Certify That \_\_\_\_\_, his wife, 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 \_\_\_\_\_ 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 Notarial Seal this \_\_\_\_\_ day \_\_\_\_\_, A. D. 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

DOC. NO. \_\_\_\_\_, 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 \_\_\_\_\_

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1905 OCT -9 AM 11:31

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Property of Cook County Clerk's Office

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My commission expires: \_\_\_\_\_

My Commission Expires Aug. 27, 1988

NOTARY PUBLIC

*Judith A. Kiser*

Given under my hand and Notarial Seal this 20th day of September, 19 85

I, the undersigned, a Notary Public in for said County, in the State aforesaid, DO HEREBY CERTIFY, that M. Brennan, Asst. Trust Off. ~~is the President~~ of the MAYWOOD-PROVISO STATE BANK, and Roger Buciak Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered this said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

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STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS.

ASSISTANT SECRETARY

ATTEST:

*Roger Buciak*

Assistant Trust Officer

~~XXXXXXXXXX~~

BY:

MAYWOOD-PROVISO STATE BANK, as Trustee

SEAL

CORPORATE

IN WITNESS WHEREOF, MAYWOOD-PROVISO STATE BANK, as Trustee as aforesaid and not personally, has caused this Mortgage to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

This Mortgage is executed by MAYWOOD-PROVISO STATE BANK, not personally but as Trustee, as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on MAYWOOD-PROVISO STATE BANK, as Trustee, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of said Note.

RIDER TO STATE OF ILLINOIS  
MORTGAGE HUD-92116M (5-80)

MAYWOOD PROVISO STATE BANK,

This rider attached to and made part of the Mortgage between AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 31, 1985 AND KNOWN AS TRUST NUMBER 6700-----Mortgagor, and MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION-----Mortgagee, dated SEPTEMBER 20, 1985 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

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 (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 Mortgagee in trust to pay said ground rents, premiums taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections 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; and
  - (III) amortization of principal of the said note.

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 (4c) 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, or 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.

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2. Page 2, the penultimate paragraph is amended to add the following sentence:

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.

Dated as of the date of the mortgage referred to herein.

X

Mortgagor MAYWOOD PROVISO STATE BANK, AS TRUSTEE  
UNDER TRUST AGREEMENT DATED AUGUST 31, 1985 AND  
KNOWN AS TRUST NUMBER 6700, and not individually

By:   
Mortgagor Assistant Trust Officer

Property of Cook County Clerk's Office  
85 238 979