#### FMC # 348864-7

5/07/202 KRE (

# UNOFFICIÂL CO

#### MORTGAGE

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

THIS INDENTURE, Made this

4th day of OCTOBER

JOHN PICKENS AND HENRINE PICKENS, HIS WIFE AND FLORESTINE LACY, A SPINSTER gagor, and FLEET MORTGAGE CORP. a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND 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 THOUSAND EIGHT HUNDRED TEN AND NO/100----Dollars (\$ 50,810.00--- )

per centum (----13.0%) per annum on the unpaid balpayable with interest at the rate of THIRTEEN ance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN , , 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 SIXTY TWO AND 06/100---- Dollars (\$562.06---, 19 85, and a like sum on the first day of each and every month thereafter until of NOVEMBER , 19 85 , and a like sum on the first day of each and every month thereof 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 **CCTOBER** 2015

NOW, THEREFORE, the faid 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 WARPANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being ir the county of COOK Illinois, to wit:

LOT 18 (EXCEPT THE NORTH 9 ) TET) AND LOT 19 (EXCEPT THE SOUTH 8 FEET) IN BLOCK 54 IN HILLS ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, FWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER with all and singular the tenements, hereditaments and apportenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of ever, 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 hereiter standing on said land, and also all the estate, right, time, and interest of the said Mort-

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 Il inoi, which said rights? and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

gagor in and to said premises.

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 instancent; not the suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as here inafter 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 the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs the morigagee 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 extific the came. satisfy the same.

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by for a period of thirty (30) days after the due date thereot, or in case of a breach of any other covenant or agreement berein 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. IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-

ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development to the <u>NIMETY DAYS</u> time from the date of this mortgage, healthing 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 analysts. giple for insurance under the Unitional Housing Act within LINETY DANSfrom the date bereof (written state-THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-

ness secured hereby, whether due or not.

garor to the Mortgarce and shall be paid forthwith to the Mortgaree to be applied by it on account of the indebtedof indebtedness upon this Mortgage, and the Wole secured hereby remaining unpaid, are hereby assigned by the full amount TRAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

Jointly, and the indeptedness breedy, or any part thereof, may be applied by the Mortgagee at its 'ption either to the reduction of the indeptedness breedy 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.

This is a secured hereby and right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. quecept to make payment for such loss directly to the Mortgages instead of to the Mortgages and the Mortgages proof of loss it not made promptly by Mortgagor, and each insurance company concerned is here ye authorized and 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 form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make

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 fit; and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the 'origagee and will pay promptend contingencies in such amounts and for such periods as may be required by the 'origagee and will pay promptend due, any premiums on such insurance provision for payment of which has no been made hereinbefore.

ANI. AS ADDITIONAL SECURITY for the payment of the indebtednest aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which have become due for the use of the premises hereinabove described.

ceding paragraph.

section (b) of the preceding paragraph as a credit against the amcura of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the premortgage resulting in a public sale of the premises covered early, 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 rectaining in the funds accumulated under subhereby, full payment of the entire indebtedness arresented threeby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the second (4) in Mortgage and the provisions of such indebtedness, credit to the second (4) in Mortgage all payments made under the provisions of subsection (4) of the preceding paragraph which the Mortga ice has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance temeraling in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of subsection (b) a public sale of the provisions of subsection any of the provisions of subsection (b) a public sale of the provisions of subsection (b) a public sale of the provisions of subsection (b) a public sale of the provisions of subsection (b) a public sale of the provisions of subsection (b) a public sale of the provisions of subsection (b) a public sale of the provisions of subsection (b) a public sale of the provisions of subsection (b) a public sale of the provisions of subsection (b) a public sale of the provisions of subsection (b) a public sale of the provisions of subsection (c) and the provisions of subsection (c) and subsectio and payable, then the Mortgagor shall pay to the Mortgagoe any amount necessary to make up the deficiency, on or before the date when payment of such grounc trats, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor shall be used. subsequent payments to be made by the Worlgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurancy premiums, as the case may be, when the same shall become due rents, taxes, and assessments, or insurancy premiums, as the case may be, when the same shall become due If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually cade 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 Mortgagor, shall be credited on premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on

Any deficiency in the 4 mount 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 "Tate charge" not" exert such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "Tate charge" not" exert exp. nse involved in handling delinquent payments.

(\*) All obstraints mentioned in the two preceding subsections of this paragraph and all payments to be made under the note, a cared hereby shall be added together and the element of the following items in the order set forth:

(I) I am orbates under the contract of insurance with the Secretary of Housing and Urban Development, or active to the contract of morthsect of insurance premium), as the case may be;

(II) fute test in the note secured hereby, and seasaments, fire, and other hazard insurance premiums;

(IV) amore, active the principal of the said note.

instrument and the following sums:

(ii) It and so long secretary of flouring and this instrument are insured by the Secretary of flouring and this instrument and the note secured betteby are branch previopment, as follows;

(i) It and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National flouring Act, an amount sufficient to accumulate in the hands of the provisions prior to its due date the annual mortgage insurance premium, in order to provide such holder until honds to prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to prior to its due date the sonnul mortgage insurance premium, in order to provide such holder with funds to as amended, and applicable Egyphations theremoder, or prepayment to the back of the solution of the insurance premium) which shall be in an amount of Development, as monthly charge (in lieu of a mortgage outstanding balance due on the none complete outstanding balance due on the none complicated without taking into account delinquencies or prepayments;

(b) A sum equal to the ground cents, if any, next due, that the property, plus taxes and assessments next due policies of time of a mortgage outstanding balance due and payable on the mortgaged property (all as estimated by the Mortgaged) less all sums already paid therefore the rext due and payable on the mortgaged property (all as estimated by the mortgaged property, plus taxes and assessments next due and other the come month prior to the angentum such specific out in the tower of spall become due and payable on and specificated by the date the secretary of the premiums, taxes and assessments with any and specific out on the mortgage before one month prior to the when such ground rents, premiums, and secretary of any said ground rents, premiums, and assessments, and assessments, and the mortgage of the mortgage of the payable on and specificated in two come month to come month the premium shall payable on the specif

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

AND the said Mottgagor further covenants and agrees as follows:

85226114

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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 tents, 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 (see and charges of the attorneys or solicities 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 indebtrances 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 Mortgage, 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 cuir' principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the fortgagor.

If Mortgagor shall pay said note at the im: and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreement, 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 binefts 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 Mortgago, 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. [SEAL] [SEAL] STATE OF ILLINOIS 55: COUNTY OF COOK I, the undersigned , a notary public, in and for the county and State aforesaid, Do Hereby Certify That JOHN PICKENS AND HENRINE PICKENS, HIS WIFE FLORESTINE LACY, A SPINSTER , his personally known to me to be the same subscribed to the foregoing instrument, appeared before me this day in person whose name s are signed, sealed, and delivered the said instrument as person and acknowledged that they their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. hand and Notarial Seal this , Filed for Record in the Recorder's Office of County, Illinois, on the A.D. 19 TAIS INSTRUMENT WAS PREPARED BY m., and duly recorded in Book Page GREG MCLAUGHLIN FOR: Fleet Mortgage Corp. 10046 SOUTH WESTERN AVE.

CHICAGO, ILLINOIS 60643

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This rider attached to and made part of the Mortgage between JOHN PICKENS AND HENRINE PICKENS, HIS WIFE AND FLORESTINE LACY, Mortgagor, and FIEET MORIGAGE CORP. Mortgagee, dated OCTOBER 4, 1985 A SPINSTER 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 Mortgages, on the first day of each month until the said note is fully paid, the following sums:

- 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 astimated by the Mortgagee) less all sums already paid therefor divided by the number of months to slapse 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 Morrages to the following items in the order set forth:
  - ground rents, if any, taxes, special assessments, fire, and other heward insurance premiums;

  - int(re t on the note secured hereby; and amortifation of principal of the said note. (III)

Any deficiency in the amount of any such aggregate monthly payment shall, unless made any deficiency in the amount of any such aggregate mother, 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 hade by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgages for ground rants, taxes, and assessments, or insurince 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 processing paragraph shall not be sufficient to pay ground Mortgagor under subsection (a) of the proving paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurants promiums, as the case may be, when the same shall become due and payable, then the Mortgagor still pay to the Mortgages 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 a any time the Mortgagor shall tender to the Mortgages, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor on balance remaining to the amount of such indebtedness, credit to the account of the Mortgagor on 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 the provision after default, the Mortgages shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise accumulated, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the acount of principal then subsection (a) of the preceding paragraph as a credit against the abount of principal then remaining unpaid under said note.

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 latitude to remit the mortgage insurance premium to the Department of Housing and Utban Development.

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

(SEAL) PICKENS JOHN THIS WIFE A SPINSTER PLORESTINE

STATE OF ILLINOIS SS. COUNTY OF COOK

I, the undersigned, a notary public, in and for the County and State
aforesaid, Do Hereby Certify That JOHN PICKENS AND HENRINE PICKENS, HIS WIFED
TORESTINE LACY A SPINSTER, his wife, personally known to me to be the same
person whose name S are AND FLORESTINE LACY. A SPINSTER person whose name S are person whose name S 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. waiver of the right of homestead.

CIVEN under my hand and Notarial Seal this

day October A. D. 19

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