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MORTGAGE

This form is used in connection with morteages insured under the one to four-femily provisions of the National Housing Act

NA CASE #X31:4152216-703 THIS INDENTURE, Made this

BOX 238

OAN #5518

7TH

day of

OCTOBER

, 1985, between

HENRY O. ROWOLDT AND HELEN E. ROWOLDT, HIS WIFE JAMES F. MESSINGER & CO., INC.

. Mortgagor, and

a corporation organized and existing under the laws of Mortgagee.

ILLINOIS

-85-229482

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain passory note bearing even date herewith, in the principal sum of FORTY SIX THOUSAND THREE HUNDRED FIFTY AND NO/100------Dollars (\$ 46,350.00---)

payable with interest at the rate of ELEVEN AND per centum (11½ %) per annum on the unpaid balance until paid and made payable to the order of the Mortgagee at its office in OAK LAWN

ILLIMOIS 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 FOUR HUNDRED NINETY FOUR

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 Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in in county of COOK and the State of Illinois, to wit:

LOT 19 IN BLOCK 2 IN MEDEMA'S EL VISTA GARDENS, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NOTTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-17-103-019 PERMANENT TAX NUMBER:

6035 ROB ROY DRIVE OAK FOREST, ILLINOIS 60452

THIS DOCUMENT WAS PREPARED BY: KAREN A. STANISLAVSKI JAMES F. MESSINGER & CO., INC. 10939 SOUTH CICERO AVENUE OAK LAWN, ILLINOIS 60453

TOGETHER with all and singular the tenements, hereditaments and applicanances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every king for the purpose of supplying of 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 Mort gagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fix ures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set both 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 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, assess ment, 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 Mottgagor further covenants and agrees as follows

ARRIN Privilege is reserved to pay the debt, in whole or in part, on any installment хүнцөнү ик кжиркжүндүй хакибх неван ак хих бак ак авайхокк хама хевин якк ол хорон ябох нов хох языкых явын их выс РИ ИНИ ХИКОТИНОЕ И РОЗГОНИ И МЕСТОИ И ИНСТООИИ И НЕСТОИНИИ ТОТОИ НЕСТОИНИИ В В ТОНИК ДОВИТИТЕЛЬНИЕ В ТОНИК В В ТОНИК ДОВИТИТЕЛЬНОЕ В ТОНИК В ТОНИК ДОВИТИ

due date to the more than 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:

(* 16 SECTION OF SECTI

A sum equal to the ground tents, if any next due, plus the premiums that will next become due and payable on politicis of three and other baserd insurance covering the mortgaged property, plus taxes and assessments method by the mortgaged less all aums already paid therefore due months to elapse before one month prior to the date when such ground tents, premiums, taxes and assessments will become delinquent, such such such such such and special assessments, and special assessments, and

(q)

An payments mentioned in the preceding subsection of this paragraph and all payments to be made under the notes secured network shall be stated to the paint by the Mortgager each moran in stagle payment to be added together and the aggregate amount inereof shall be paint by the Mortgager to the following items in the order set forth:

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(Now low the word with the stated by the Mortgager to the following items in the order set forth:

(Now low the word with the stated by the Mortgager the stated and other hazard insurance premiums,

(I) intrest on the note secured hereby, and

(III) smooth all the truncipal of the state note.

(III) amount of the truncipal of the state note.

Any deliciency to the mount of any such aggregate monthly parament shall, unless made good by the Mortgagor prior to the deliciency to the deliciency factor of default under this mortgagor. The Mortgagor may collise charge" not a second four cents (44) for each slotlar (51) for each solling payment more than filteen (15) days in streams, to each each of the each mandling delinquent paraments.

esig note suck acceptive year water and a sucket with the sucket of the sucket and the sucket and the sucket are sucket are sucket are sucket and the sucket are sucket are sucket are sucket are sucket are sucket and sucket are sucket ar XOXNAMESORE SECURITION AND ASSOCIATE THE PROPERTY OF THE UNIT OF THE COMMISSION OF THE PROPERTY OF THE MORTEAGE STAIL APPLY, AT THE TIME OF THE COMMENCEMENT OF SECURITIES THE PROPERTY OF THE MORTEAGE STAIL APPLY, AT THE TIME OF THE COMMENCEMENT OF SECURITIES THE PROPERTY OF THE MORTEAGE STAIL APPLY, AT THE TIME OF THE COMMENCEMENT OF SECURITIES THE STAIL OF THE COMMENCEMENT OF SECURITIES THE TIME OF THE COMMENCEMENT OF SECURITIES AND THE TIME THE TIM one amount of the payments actually hade by he montgages tot ground rents, (axes, and assessments, or meutance or meutance or meutance or the Mortgagor, shall be credited on subsequent payments to be made by the bottgagor, or refunded to the Mortgagor. If, however, the monthly payments and be made by the Mortgagor in he monthly payments and be made by the Mortgagor in the monthly payments, and assessments, or measured the free may be, when the same shall become due and payable, then the Mortgagor shall pay to insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to insurance or make up the deficiency, on or before the date when payment of such ground rints, laxes, assessments, or insurance premiums shall be due. If all my including the material to the lattice are accordance with the provisions of the note secured hereby, full payment of the entire rededeness solved their the Mortgagor shall, in computing the hereby, full payment of the entire rededeness solved their the Mortgagor shall, in computing the the amount of the payments actually rade by the Mortgakee for ground rents, taxes, and assessments, or insurance If the total of the payments can by the Mortgagor under subsection 4001 the preceding paragraph shall exceed

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does be as a forestand to the context assumed to the major the major due or why him as the premises here independently assumed to the premises here independently assumed to the premises here independently assumed to the premises here independently as a second to the premise and жифинания вифина

ly, when due, any premiums on such insurance provision for payment of which has to, seen made hereinbefore.

If when due, any premiums on such insurance provision for payment of which has to, seen made hereinbefore.

If when the required from time to time be to time be required by the Northeen hazards, casualities and when hereinbefore. THAT HE WILL KEEP the unprovements now existing or hereafter erected on the montgeged property, in-

indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, in jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to directed to make payment for such loss directly to the Mortgages inslead to the Mortgages and the Mortgages bioot of loss if not made promptly by Mortgagor, and oscillation comparing the by authorities of loss if not made promptly by Mortgagor. **το της Μοιτθακ**ία – Το ελέου οι Joss Μοιτκακόν will κίνε τώμεσιατε σοιτές ρλ ματή το της Μοιτθακία, who may make epsil of the content of the company of the company of the content of the content

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 Mote secured hereby remaining unpaid, are hereby assigned by the Mortgage to the mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not. TIAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

.insurance premium to the dep remint of this said bas damint.

in force shall pass to the purchaser or grantee

THE MORTGAGOR FURTHER ACREES that should this mortgage and the note secured hereby, whether due or not be eligible for insurance under the National Housing Act within the formal form the date hereof (written statement of any officer of the Department of Housing and Urban Development for authorized agent of the Secretary of mortgage, declining to insure said note and this mortgage, declining to insure said note and this mortgage, being decaded Mortgage or the holder of the note any, at its option, declare all times to be seen the ineligibility, the Mortgage or the Mortgage or the Mortgage or the Mortgage or the Mortgage of this payment provided for herein and in the note accured here mortgage. In the Mortgage of the Mortgage or the Mortgage

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AND IN THE EVENT That the whole of said doot 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 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 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 indebted-

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.

ness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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, an also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose or such foreclosure, and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party Cereto 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 tien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional safettedness 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 phisuance 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 Mortgages will, within thirty (30) days after written remand 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 Mortgager 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 beirs, 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

	ad seal of the Mortgagor, the day and y		
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	[SEAL]		[SEAL]
STATE OF ILLINOIS	5 5.1	O	
COUNTY OF COOK	· //		U _C
1. the unde	wig xed	lavy public in an	f for the county and State
aforesaid, Do Hereby Cert		cory public, in an	7 to the County and State
and HELEN E. R	•		own to me to be the same
•	ARE subscribed to the foregoing i	nstrument, appear	red before me, this day in
person and acknowledged th		ered the said inst	rument as THEIR
of homestead.	he uses and purposes therein set forth, in	icluding the relea	se and waiver of the right
GIVEN under my hand a	and Notarial Seal this 7TH day	OCTOBER	A. D. 19 85
		(110	
		Mary	Notary Public
DOC. NO.	Filed for Record in the Recorder's Off	ice of	
	County, Illinois, on the	day of	A.D. 19
at o'clock	m., and duly recorded in Book	oſ	Page

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BOX 238 MORTGAGE

HENRY O. ROWOLDT AND HELEN E. ROWOLDT, HIS WIFE

7

JAMES F. MESSINGER & CO., INC.

6035 ROB ROY DRIVE OAK FOREST, ILLINOIS 60452

Property of Cook County Clerk's Office

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

This rider attached to and made part of the Mortgage between HENRY O. ROWOLDT AND HELEN E. ROWOLDT, HIS WIFE MORTGAGOR, AND, JAMES F. MESSINGER & CO., INC. MORTGAGEE, DATED OCTOBER 7, 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, plus tax's and assessments next due on the mortgaged property (all as estime and by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the tale when such ground rents, premiums, taxes and assessments will recome delinquent, such sums to be held by Mortgagee in trust to may 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 Nortgagor each month in a single payment to be applied by the Mortgages to the following items in the order set forth:
 - ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and

amortization of principal of the said note. (III)

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 ictually made by the Mortgagee for ground rents, taxes, and assessments, or i surance 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 camade by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding pair graph 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

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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 accumilated under subsection (a) of the preceding paragraph as a credit against the amount 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 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.

\$2.4 (40) 75 10/Ju 85 19/15 00 ₩--35-2294**82**