"UNOFFICIAL CORY

MORTGAGE

131:4116260-703

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

THIS INDENTURE, Made this CHARLES WESTON, A BACHELOR

9TH

day of OCTOBER

, 19 85 between

FIRST GIBRALTAR MORTGAGE CORP.

, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF TEXAS ,

85236207

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 FORTY FIVE THOUSAND TWO HUNDRED AND NO/100 Dollars (\$ 45,200,00)

payable with interest at the rate of / per centum (12.00 %) per annum on the unpaid balance until per and made payable to the order of the Mortgagee at its office in 4004-2317 BELT LINE, #100, PO BOX 8179 or at such other place as the holder may designate in writing, and delivered; the said practical and interest being payable in monthly installments of OUR HUNDRED SIXTY FOUR AND Pollars (\$ 464.93) on the first day of DECEMBER, 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 NOVEMBER, 2015.

NOW, THEREFORE, the enid 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 WARRALT unto 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 11 AND THE SOUTH 1/2 OF LOT 10 IN BLOCK 10 IN CARTER'S RESUBDIVISION OF BLOCKS 1,3,4,5,7,8,9,10,11,13,14,15, AND LOTS 2,4, AND 5 IN BLOCK 17 IN CARTER'S SUBDIVISION OF BLOCKS 1,2,3,4,AND 7 IN CLIFFORD ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS: 1012 NORTH MOZART, C'ICAGO, ILLINOIS 60622 PERMANENT INDEX 116-01-311-023 SEE ATTACHED "RIDER TO MORTGAGE" MADE A PART HEREOF

TOGETHER with all and singular the tenements, hereditaments and apparent and the rents, issues, and profits thereof; and all apparents and fixtures of every hind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixture in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, little, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenance; 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 Illines, 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 put 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 Mortgager 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 puy, discharge, or remove any tax, ussessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long us 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.

8523620

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Property of Cook County Clark's Office

UNOFFICIAL CORY

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 rolicitors 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 intellectors 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 pulsuance 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 sold principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Motgagor.

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 domand 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 heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the piural, the plural the singular, and the masculine gender shall include the feminine.

the feminine.	clude the plural, the plural the eal of the Mortgagor, the day	nd yest tire written.	ine gender shall include
	[SEAL]	ivorlo-Will	[SEAL]
	CHAR	LES WESTON	
	[SEAL]		[SEAL]
STATE OF ILLINOIS			
COUNTY OF COOK	\$5:		
1. the curre	decoigned.	a notary public, in and	for the county and State
aforesaid, Do Hereby Certify	That CHARLES WESTON , A B	ACHELOR	
	subscribed to the forego	, personally know	n to me to be the same. I before me this day in
free and voluntary act for the u	ses and purposes therein set for		
GIVEN under Chine and I	Notarial Seal this	day OCTOBER	, A. D. 19.85
MY COMMISSION EXPIRES:	<u>2-10-88</u>	day OCTOBER	Notary Public
DOC. NO.	Filed for Record in the Recorder	•	
	County, Illinois, on the	day of	A.D. 19
at o'alock RETURN TO AND PREPARED B	m., and duly recorded in B	ook of	Page
FIRST GIBRALTAR MORTGAGE 43 ORLAND SQUARE DR. #30 ORLAND PARK, ILLINOIS 60		ide angun samandu managa alam unipada na kilabangkan ita kilabanah di sabagahi sepigang sa diber angun dan kilab	
ORLAND PARK, ILLINOIS "60	5462	QFQ 008-227	HUD 92116M (5-80)

- C. - C. - Covenants and agegrand lollows:

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 are next due on the note, on the first day of any month prior to meturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay-

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 Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium it this instrument sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium it this instrument sufficient to severelepment, as follows;

(i) It said so long as said note of even date and this insurance or are reinsurated under the provisions of the industrial mortgage insurance are more the notes of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to a smended, and applicable Reguistions theremost; or the way such the holder with funds to the smended, and applicable Reguistions theremost; or the holder with funds and applicable Reguistions theremost; or the holder with the date of even date and this instrument are held by the Secretary of Housing Act, as monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twellth (1/12) of one-hall (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

(b) A sum equal to the ground rents, it any, next due, plus the premiums that will next become due and payable on the sum equal to the sequel on the note on the payable on the come the sum equal to the ground rents, it any, next due, premiums that will next become due and payable on the sum equal to the sum equal to the sum equal to the sum of the sum on the sum on the computer of the sum of the one on the one on the one of the sum equal to the sum of the sum of the one of the one of the sum of the one of t

(c) All payments rectioned in the two preceding subsections of this paragraph and all payments to be made under the note secure in return to be saded together and the aggregate amount thereof shall be paid by the Mortgagor each month in a a...g. ""want to be applied by the Mortgages to the following items in the order set forth:

(I) premium of aggres sunder like contract of insurance premium), as the case may be;

(II) premium of aggres in the mortgage insurance premium), as the case may be;

(III) interest on the note recured insertain and other hazard insurance premiums;

(IV) amortization of the principal of the said note.

May deficiency in the amount of the work aggregate monthly payment shall, unless made good by the Mortgagot prior to the due date of the hortgage may colision to the date of the mortgage. The Mortgage may colision the date of the more than the more than the days in the cents, to cover the extra expense in the more in handling delinquent payments. The cover the extra expense in the more in handling delinquent payments.

ceding paragraph. section (b) of the preceding paragraph as a credit against the amount of or icipal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preof Housing and Urban Development, and any balance remaining in, no funds accommisted under the provisions of the mortgage resulting in a public sale of the premises covered hereby, on the Mortgagee acquires the property of the mortgagee sacquires the property of the property in a public sale of the premises covered hereby, on the Mortgagee acquires the property of the Mortgagee shall apply, at the time of the town-nement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in he funds accumulated under subscetting Mo. Of the preceding paragraph as a credit scaling the amount of principal then preceding paragraphs. subsection (a) of the preceding paragraph which the Mortgagec has not become obligated to pay to the Secretary premiums, as the case may be, such excess, it the loan is current, at the option of the mortgagor, shall be creatived as absequent payments to be made by the Mortgagor, it refunded to the Mortgagor. If, however, the monthly payments satisfies a subsection (b) of the preceding paragraph shall not be sufficient to pay ground and payable, then the Mortgagor and rents prec..., ins. satisfies any smount necessary to make up the deliciency, on or before the date when payment of such ground rents, is.e., 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 the tail payment of the indeptedness capies.

If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured amount of the Mortgages and the formputing the mount of the indebtedness, credit to the account of the florty agor all payments made under the provisions of amount of such tenders, credit to the account of the florty agor all payments and a payment of the florty agor all payments the provisions of amount of such tenders, credit to the account of the florty agor all payments of the florty agor all payments. If the total of the payments made by it.e. Fortgagor under subsection (b)of the preceding paragraph shall exceed the amount of the payments actually made by it a Mortgagoe 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

of the premises hereinabove described. AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor does hereby as a supplication of the Mortgagor does hereby as a supplication o

When due, any premiums on such insurance provision for payment of which has not been add hereinbefore. THAT HE WILL KEEP the improvements now existing or hereafter erected on the incrigaged property, insured as may be required from time to time by the Mortgagee against loss by the Mortgagee and offer nazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptand contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptand.

All insurance shall be carried in companies approved by the Mortgagee and the policies and "unewais thereof shall be the Mortgagee and in favor of loss make the Mortgagee, and the Mortgagee, and the Mortgagee, and the Mortgagee, and the Mortgagee instead of to the Mortgages, and the Mortgages and the Mortgage

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for Jointly, and the incurance proceeds or any part thereof, may be applied by the Wortgagee at its option either to she reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of force closure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the and indeptedness secured hereby, all right, title and interest of the Mortgaged property in extinguishment of the and some construction or the property of the property of

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount gager to the Mortgagee upon this Mortgage, and the Morte secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgagee in 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.

payable the most pool of the National Housing Act within 90 DAYS. Itom the date hereof (written states along and Urban Development of the Secretary of Housing and Urban Development of the Secretary of Housing and Urban Development dated subsequent to the 90 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 of the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. THE MORTCACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eit-

(08-9) W91126-00H

LOAN # 43251

UNOFFICIAL COPY MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between

CHARLES WESTON , A BACHELOR

FIRST GIBRALTAR MORTGAGE CORP.

dated OCTOBER 9, 1985 , revises said Mortgage as follows:

Mortgagor, and , Mortgagee,

- 1. Page 2, the first covenant of the Mortgagor is amended to read: That privilege is reserved to pay the debt, in whole or in part, on any installment due date.
- 2. 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 iet 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 therefore 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 preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate ancust thereof shall be paid by the Mortgagee to the following items in the order set forth:
 - (i) ground rents, it any, taxes, special assessments, fire and other hazard insurance premium;
 - (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 (\$.04) for each dollar (\$1) for each payment more than fifteen (15) days in arrea s. to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgarch under subsection (a) of the preceding paragraph shall exceed the amount of the payment 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 payment 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 scenred hereby, full tender to the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any bala ice remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there is shall be a default under any of the provisions of this mortgage resulting in a public sale of 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 them remaining unpaid under said note.

3. 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.

Signature of Mortgagory

Mall

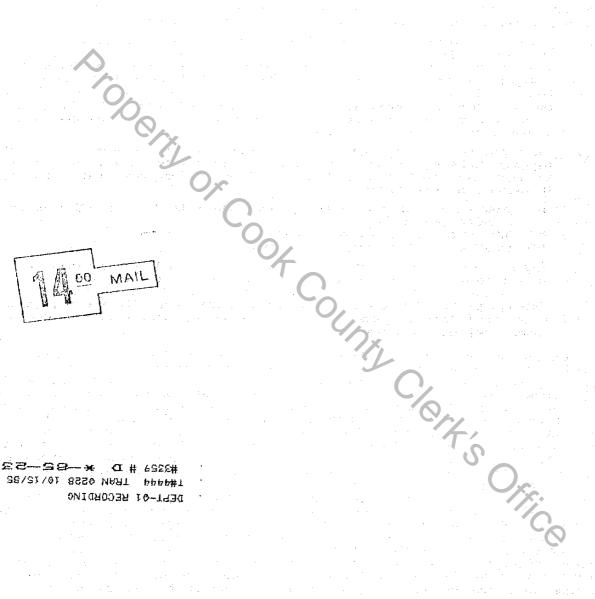
CHARLES WESTON

ILLINOIS 08/02/85

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FIRST GIBRALTAR MORTGAGE CORP.

GRANTEE ADORESS:



1029E2-58-* 0 # 6928# 00:T#:S0 28/21/01 8550 MART #####T