

UNOFFICIAL COPY 45239068  
15641

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 11TH day of OCTOBER, 19 85 between  
MICHAEL W. MADEJ AND ELAINE J. MADEJ, HIS WIFE

, Mortgagor, and

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS  
Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgaggee, as is evidenced by a certain  
promissory note bearing even date herewith, in the principal sum of **SEVENTY THOUSAND NINE**  
**HUNDRED AND 00/100** Dollars  
(\$ 70,900.00)

payable with interest at the rate of **ELEVEN AND ONE-HALF** per centum ( 11.500 % )  
per annum on the unpaid balance until paid, and made payable to the order of the Mortgaggee at its office in  
**CHICAGO, 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  
**SEVEN HUNDRED TWO AND 62/100** Dollars  
(\$ 702.62) 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 of **NOVEMBER**, 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 unto the Mortgaggee, 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:

S E C L E G A L R I D E R A T T A C H E D

TAX IDENTIFICATION NUMBER: 27-15-301-000 vol. 146 (PIQ & other) *EP.*

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 Mort-  
gagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said  
Mortgaggee, 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 Mortgaggee, as here-  
inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said prem-  
ises, 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 Mortgaggee in such forms of insurance, and in such amounts, as may  
be required by the Mortgaggee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or in-  
currence other than that for taxes or assessments on said premises, or to keep said premises in good repair,  
the Mortgaggee 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 Mortgaggee 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.

STATE OF ILLINOIS  
HUD-92116M (6-80)

45239068  
Cook County Clerk's Office

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AND IN THE EVENT that the whole of said debt is declared to be due, the Mortgagor 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 Mortgagor 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 Mortgagor in possession of the premises, or appoint a receiver for the benefit of the Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor; 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 Mortgagor 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 Mortgagor 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 Mortgagor, so made parties, for services in such suit or proceeding, 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 money advanced by the Mortgagor, 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 Mortgagor 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 Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagor 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.

*Michael W. Madej*

[SEAL]

*Elaine J. Madej*

[SEAL]

MICHAEL W. MADEJ

[SEAL]

ELAINE J. MADEJ

[SEAL]

STATE OF ILLINOIS

COUNTY OF

*Will*

I, THE UNDERSIGNED  
aforesaid, Do Hereby Certify That  
and  
person whose name S ARE  
subscribed to the foregoing instrument, personally known to me to be the same  
in person and acknowledged that THEY signed, sealed, and delivered the said instrument as THEIR  
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right  
of homestead.

GIVEN under my hand and Notarial Seal this

14 day of October, A.D. 1968  
*Michael J. Madej*  
 Notary Public

DOC. NO.



Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

Office of

, and duly recorded in Book

of

Page

#### TAX IDENTIFICATION NUMBER:

THIS INSTRUMENT PREPARED BY:

JOHN P. DAVEY  
 DRAPER AND KRAMER, INCORPORATED  
 33 WEST MONROE STREET  
 CHICAGO, ILLINOIS 60603

HUD-92118M (6-60)

85239068

HMD-62118M(5-60)

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IN THE EVENT of default in making any monthly payment provided for herein and in the note recited herefore for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein recited, then the holder of said debt shall sum demanding unpaid installments due and payable by the note, shall, at the election of the holder, either note, which is held by the holder of the note, or by the note in whole or in part, on any day of each month until paid.

The foregoing together with, and in addition to, the monthly payments of principal and interest under the note, the holder of the note shall pay to the Mortgagee, on the first day of each month until paid, together with, the monthly payments of principal and interest under the note, plus all sums received by the holder of the note, on account of any other provision contained in the note, together with any costs and expenses of collection and attorney fees, if any, in addition to the monthly payments of principal and interest under the note, at the rate of ten percent per annum over and above the rate of interest on the note, plus interest thereon from time to time at the rate of six percent per annum, all of which interest shall be payable monthly in advance, upon the due date of each monthly payment.

THE MORTGAGEE HEREBY AGREES that should this note recited hereby not be paid in full, the holder of this note may, at his option, declare all sums secured hereby immediately due and payable, notwithstanding the same have not been paid or become due or notwithstanding the note recited hereby is not then past due. The holder of this note may, at his option, declare all sums secured hereby immediately due and payable notwithstanding the same have not been paid or become due or notwithstanding the note recited hereby is not then past due.

TRAIT II THE PRACTICE, OR ANY PART THEREOF, TO THE PRACTICE, OR ANY PUBLIC ADDRESS, PROCEDES, AND THE CONSIDERATION FOR SUCH ACQUISITION, TO THE EXTENT OF THE FULL INCOME A PUBLIC ADDRESS UPON THIS MORTGAGE, AND THE NOTE SECURED HEREBY REMAINING UNPAID, ARE HEREBY RELEASED BY THE MORTGAGEE, AND THE MORTGAGEE RESERVES THE RIGHT, AT ANY TIME, TO MAKE PAYMENT OF ANY DUE AND UNPAID PRINCIPAL, INTEREST, AND TAXES ACCRUED HEREBY NOTWITHSTANDING THE SAME NOT BE PAID OR COMMAILED.

ALL INSTRUCTIONS SHALL BE FOLLOWED IN COMPLIANCE APPROVED BY THE MORTGAGEE AND THE PRACTICE LOANS PAYABLE CLOSER TO THE PRACTICE AND THE PRACTICE SHALL NOT BE HELD LIABLE FOR ANY DEFECTS IN THE PRACTICE'S TITLE OR FOR ANY DAMAGE SUFFERED BY THE PRACTICE OR ANY PERSON IN THE PRACTICE'S SERVICE.

IX. WHEN DUE, ANY DEFECTS IN SUCH INSTRUMENTS PROVIDED AS PAYMENT OF WHICH HAS NOT BEEN MADE HEREFORE, SHALL BE REPAID FROM TIME TO TIME BY THE MORTGAGEE AS A GENUINE LIEN AND WILL PAY PRIMARILY AND CONCURRENCE TO THE MORTGAGEE, IN ADDITION TO THE MORTGAGEE'S CAUSAL LIABILITY AS A MORTGAGEE, IN VIEW OF THE MORTGAGEE'S IMMEDIATE NOTICE BY MAIL TO THE MORTGAGEE, WHO MAY MAKE ALL PAYMENT TO THE MORTGAGEE.

THAT HE WILL KEEP THE IMPROVEMENTS NOW EXISTING AT HIS EXPENSE AND WILL PAY PRIMARILY, IN THE PRACTICE, OR ANY PART THEREOF, TO THE PRACTICE, OR ANY PUBLIC ADDRESS, OR ANY PRACTICE, OR ANY PERSON IN THE PRACTICE'S SERVICE, OR ANY PERSON IN THE PRACTICE'S TITLE, OR FOR ANY DAMAGE SUFFERED BY THE PRACTICE OR ANY PERSON IN THE PRACTICE'S SERVICE.

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AND THE HARD MORTGAGE COUPONS AND AGENTS AS FOLLOWS:

# UNOFFICIAL COPY

UNIT A, BUILDING 11 IN VILLAGE SQUARE OF ORLAND CONDOMINIUMS UNIT ONE  
PHASE b IN SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 AS DELINEATED ON THE  
SURVEY WHICH IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM  
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS  
AS DOCUMENT NO. 27152451 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS  
UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS  
AS RIGHTS AND EASEMENTS APPURTENNANT TO THE ABOVE DESCRIBED REAL ESTATE,  
THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY AS SET FORTH IN  
THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS  
THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT

LENORE HERBIN.



REC'D-41 REC'D-51  
194457 194458 194459 194460  
42244 # D \* - 85-239048

85228068-85-239048

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