

UNOFFICIAL COPY MORTGAGE

THIS INDENTURE, Made this 16TH day of OCTOBER, 19 85 between ANNIE L. BARNES , A SPINSTER

, 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 Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY THOUSAND THREE Dollars HUNDRED FORTY THREE AND 00/100 (\$ 50,343.00)

payable with interest at the rate of TWELVE AND 00000/100000 per centum (12.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee 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 FIVE HUNDRED EIGHTEEN AND 03/100 Dollars (\$ 518.03) 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 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:

THE SOUTH HALF OF LOT FORTY SEVEN AND THE NORTH SIXTEEN AND SIXTY SIX ONE HUNDREDTHS FEET OF LOT FORTY EIGHT IN BLOCK FOUR IN J. S. HOVLAND'S EVANSTON SUBDIVISION OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION THIRTEEN, TOWNSHIP FORTY ONE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1715 Hartrey Ave, Evanston IL

TAX IDENTIFICATION NUMBER: 10-13-116-037 *ML*

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:

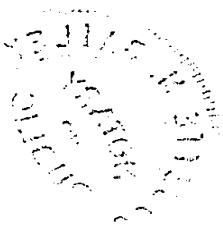
To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay 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 encumbrance 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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Property of Cook County Clerk's Office



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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.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORDER OF DEEDS

1985 OCT 23 AM 11:45

85248224

Annie L. Barnes
ANNIE L. BARNES

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS

ss:

COUNTY OF COOK

I, THE UNDERSIGNED
aforesaid, Do Hereby Certify That ANNIE L. BARNES, A SPINSTER
and , his wife personally known to me to be the same
person whose name IS , XXXXXX
subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that SHE signed, sealed, and delivered the said instrument as HER
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

17th day October , A.D. 1985
Jessie M. Baile
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

Maurie

TAX IDENTIFICATION NUMBER: 10-13-116-037
THIS INSTRUMENT PREPARED BY:

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

MAIL TO ←

HUD-82116M (5-80)

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248
224

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* PROPERTY IS RESERVED TO PAY THE DRAFT, IN WHOLE OR IN PART, ON ANY
TAXES, COSTS, AND SUCH RENTS, TAXES, AND OTHER ITEMS NECESSARY FOR THE PROTECTION AND PRESERVATION OF THE PROPERTY.
DEMPTION, AND SUCH RENTS, TAXES, AND OTHER ITEMS NECESSARY FOR THE PROTECTION AND PRESERVATION OF THE PROPERTY.
BENEFIT OF THE MORTGAGE WITH POWER TO THE COLLECTIVE SUIT AND, IN A CASE OF A SUIT AS PROVIDED IN THE DEED OF RE-
HOMESTEAD, ENTER AN ORDER PLACING THE MORTGAGE IN POSSESSION OF THE PREMISES, OR ADDITIONAL PERIOD OF RE-
OF SAID PREMISES, OR WHETHER THE SAME SHALL BE OCCUPIED BY THE OWNER OF THE PROPERTY OR REDEMPTION, AS A
PERSON OF PERSONS LEAVING THE PAYMENT OF THE INDENTURES SECURED HEREBY, AND WITHOUT REGARD TO THE VALUE
APPLICACIONS FOR APPROPRIATION OF A RECEIVER, OR FOR AN ORDER TO PLACE MORTGAGE IN POSSESSION OF THE PREMISES OF
ANY PARTY CLAIMING UNDER SAID MORTGAGE, EITHER BEFORE OR AFTER SALE, AND WITHOUT NOTICE TO THE SAID MORTGAGE, OR
BILL IS FILED MAY AT ANY TIME THEREAFTER, EITHER BEFORE OR AFTER SALE, AND WITHOUT NOTICE TO THE COURT IN WHICH SUCH
IMMEDIATELY TO FORECLOSE THIS MORTGAGE, AND UPON THE FILING OF ANY BILL FOR THAT PURPOSE, THE MORTGAGEE SHALL HAVE THE RIGHT
AND IN THE EVENT THAT THE WHOLE OF SAID DEBT IS DECLARED TO BE DUE, THE MORTGAGEE SHALL HAVE THE RIGHT
TO THE EVENT OF DEFALCATION MAKING ANY MONTHLY PAYMENT PROVIDED FOR HEREIN AND IN THE NOTE SECURED HEREIN.
IN THE EVENT OF DEFALCATION OF THE MORTGAGE, OR IN CASE OF A BREACH OF ANY OTHER COVENANT OR
AGREEMENT STIPULATED, THEN THE DUE WHOLE OF SAID PRINCIPAL SUM REMAINING UNPAID TOGETHER WITH ACCRUED INTER-
EST FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DUE DATE THEREOF, OR IN CASE OF A BREACH OF ANY OTHER COVENANT HEREIN.
THIS ACT IS DUE TO THE MORTGAGEE'S FAILURE TO REMIT THE MORTGAGE INSURANCE PREMIUM TO THE DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT OR THE NOTE MAY NOT BE EXERCISED BY THE MORTGAGEE WHEN THE NEGLIGENCE OR INDIFFERENCE UNDER THE NATIONAL
MORTGAGE AGREEMENT TO INSURE SAID NOTE AND THIS MORTGAGE, AT ITS OPTION, DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND
PAYABLE. THIS OPTION MAY NOT BE EXERCISED BY THE MORTGAGEE WHEN THE NEGLIGENCE OR INDIFFERENCE UNDER THE NATIONAL
MORTGAGE AGREEMENT TO INSURE SAID NOTE AND THIS MORTGAGE, BEING CONCLUSIVE PROOF OF SUCH NEGLIGENCE.
HOUSING AND URBAN DEVELOPMENT DATED SUBSEQUENT TO THE 6 MORTGAGES FROM THE SECRETARY OF THE SECRETARY OF THE
DEPARTMENT OF ANY OFFICER OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OR AUTHORIZED AGENT OF THE U.S. STATE-
WIDE FOR INSURANCE UNDER THE NATIONAL HOUSING ACT WITHIN 6 MONTHS FROM THE DATE SECURED HEREOF (WITTEN STATE-
MENT OF THE DAMAGES, PROCEEDS, AND THE CONDEMNED UNDER ANY PART THEREOF, BE CONDEMNED DUE TO THE INDEBTED-
NESS SECURED HEREOF, WHETHER DUE OR GRANTED.
THAT IT IS THE MORTGAGEE'S FURTHER AGREEMENT THAT THIS MORTGAGE AND INURE TO THE MORTGAGEE IN AND SO LONG ASURENCE POLICIES THEN
IN FORCE SHALL PASS TO THE PURCHASER OR GRANTEE.
INDEBTEDNESS SECURED HEREOF, ALL RISKS, LITTLE AND INTEREST OF THE MORTGAGEE IN AND SO LONG ASURENCE POLICIES THEN
EVENT OF LOSS OR DEATH OF THE MORTGAGEE OR OTHER TRANSFER OF TITLE TO THE MORTGAGEE PROPERTY IN REASON OF THE
REDUCTION OF THE INDEBTEDNESS SECURED HEREOF, OR ANY PART THEREOF, MAY BE APPLIED BY THE MORTGAGEE EITHER TO
JOINTLY, AND THE INDEBTEDNESS SECURED HEREOF, OR ANY PART THEREOF, MAY BE APPLIED BY THE MORTGAGEE IN FULL AMOUNT
DIRECTED TO THE PAYMENT FOR LOSS MORTGAGE, AND EACH INSURANCE COMPANY CONCERNED IS HEREBY AUTHORIZED AND
PROVIDED IF NOT MADE PROBABLY BY MORTGAGEE, IN EVENT OF LOSS MORTGAGE WILL GIVE IMMEDIATE NOTICE OF AND IN FORM ACCEPTABLE
TO THE MORTGAGEE. IN EVENT OF LOSS MORTGAGE WILL PAYABLE LOSS CAUSED BY FIRE AND OTHER HAZARDS, WHO MAY MAKE
SHALL BE HELD BY THE MORTGAGEE AND HAVE ATTACHED THERETO LOSS PAYABLE LOSS CAUSES IN FAVOR OF AND IN FORM RELEASABLE
ALL INSURANCE SHALL BE CARRIED IN COMPANIES APPROVED BY THE STATE, AND THE POLICIES AND RELEASALS THEREOF
WHEN DUE, ANY PREMIUMS ON SUCH INSURANCE PROVIDED FOR PAYMENT OF WHICH HAS NOT BEEN MADE HEREBEFORE,
AND CONDEMNED FROM TIME TO TIME BY THE MORTGAGEE AS MAY BE REQUIRED BY THE MORTGAGEE AND WILL PAY PROMPT-
THAT HE WILL KEEP THE IMPROVEMENTS NOW EXISTING, OR HERAFTER ERECTED ON THE MORTGAGED PROPERTY, IN-
ASSIGN TO THE MORTGAGEE ALL THE RENTS, ISSUES, AND PROVISIONS OF THE INDEBTEDNESS AFORESAID THE MORTGAGEE DOES HEREBY
AS A ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS HEREIN.
THE AMOUNT OF PRINCIPAL THEN REMAINING UNPAID UNDER SAID NOTE,
BALANCE THEN REMAINING IN THE FUNDS ACCUMULATED UNDER THE PRINCIPAL SUBSECTION (A) OF THE PRECEDING PARAGRAPH AS A CREDIT AGAINST
SHALL APPLY, AT THE TIME OF THE COMMENCEMENT OF SUCH PROCEEDINGS OR AT THE TIME THE PROPERTY IS OTHERWISE ACQUIRED, THE
SPLIT OF THE PREMISES COVERED HEREOF, OR IN THE MORTGAGEE ACQUIRES THE PROPERTY OTHERWISE AFTER DEFAULT, THE
ACCOUNT OF THE MORTGAGEE ANY BALANCE REMAINING IN THE FUNDS ACCUMULATED UNDER THE PROVISIONS OF THIS MORTGAGE RESULTING IN A PUBLIC
INDEBTEDNESS PRESENTED HEREOF, THE MORTGAGEE SHALL IN COMPUTING THE AMOUNT OF SUCH INDEBTEDNESS, CREDIT TO THE
SHALL RENDER TO THE MORTGAGEE, IN ACCORDANCE WITH THE PROVISIONS OF THE NOTE SECURED HEREOF, FULL PAYMENT OF THE MORTGAGE
THE MORTGAGEE SHALL PAY TO THE LENDER, LESS ANY AMOUNT NECESSARY TO MAKE UP THE DEFICIENCY, OR FOR ANY TIME THE MORTGAGEE
MADE BY THE MORTGAGEE UNDER SUBSECTION (A) OF THE PRECEDING PARAGRAPH SHALL NOT BE SUFFICIENT TO PAY ROUND RENTS,
SUBSEQUENT PAYMENTS TO THE LENDER, LESS SUCH EXCESS, IF THE LOAN IS CURRENT, AT THE OPTION OF THE MORTGAGEE, SHALL BE CREDITED ON
THE AMOUNT OF THE PAYMENTS MADE BY THE MORTGAGEE, AT THE EXCESS, IF THE LOAN IS EXCESS, OR IN INSURANCE PAYMENTS
BREARS, TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.
IN THE "NOTE CHARGE", NOT TO EXCEED FOUR CENTS (\$4) FOR EACH DOLLAR (\$1) FOR EACH PAYMENT MORE THAN EIGHTEEN (18) DAYS IN
ANY DELAY IN THE DELAY OF ANY SUCH MORTGAGE PAYMENT, CONSTITUTE AN EVENT OF DEFALCITY UNDER THIS MORTGAGE PRIOR
(A) AMORTIZATION OF THE NOTE PRINCIPAL OF THE NOTE SECURED HEREOF, AND
(B) INCREASED RENTS, IF ANY, TAXES, AND OTHER HAZARD HAZARD INSURANCE PREMIUMS;
(C) INCREASED RENTS, IF ANY, TAXES, AND SPECIAL ASSESSMENTS, IF THE MORTGAGEE FAILS TO PAY ROUND RENTS,
TO BE APPLIED BY THE MORTGAGEE TO THE FOLLOWING ITEMS IN THE ORDER SET FORTH:
(D) ALL PAYMENTS MADE TOGETHER AND THE EXCESSIVE AMOUNT OF THIS PARAGRAPH AND ALL PAYMENTS TO BE MADE UNDER THE NOTE SECURED
HEREBY SHALL BE ADDED TOGETHER AND THE EXCESSIVE AMOUNT OF THIS PARAGRAPH SHALL BE PAID BY THE MORTGAGEE EACH MONTH IN A SINGLE PAYMENT
NUMBER OF MONTHS TO ELAPSE BEFORE THE MORTGAGEE IN TURN TO BE HELD BY THE MORTGAGEE, UNLESS MADE GOOD BY THE MORTGAGEE
ON THE MORTGAGED PROPERTY, AS STIPULATED BY THE MORTGAGEE, LESS ONE SUMS MADE GOOD BY THE MORTGAGEE DEDUCTED BY THE
(E) A SUM EQUAL TO THE GROUND RENTS, IF ANY, NEXT DUE, PLUS THE PREMIUMS WHICH WILL NEXT BECOME DUE AND PAYABLE ON
THE SAID NOTE IS FULLY PAID, THE FOLLOWING SUMS:
TERMS, TOGETHER WITH, AND IN ADDITION TO, THE MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST PAYABLE UNDER THE
POLICIES OF FIRE AND OTHER HAZARD INSURANCE CONCERNING THE MORTGAGEE, PLUS TAXES AND ASSESSMENTS NECESSARY
XX XXXXXXXX
XX XXXXXXXX
AND THE SAID MORTGAGEE FURTHER COVENANTS AND AGREES AS FOLLOWS:
* XXXXXXXX *
AND THE SAID MORTGAGEE FURTHER COVENANTS AND AGREES AS FOLLOWS:
- 2 -