MORTGAGE

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

THIS INDENTURE, Made this 15TH day of OCTOBER, 19 85between HERITAGE STANDARD BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 14, 1985 AND KNOWN AS TRUST #9921 Montgagor, and ALLSTATE ENTERPRISES MORTGAGE CORPORATION Mortgagee. 19 85between May of OCTOBER, 19 85between Ma

NOW, THEREFORE, it is id Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the reformance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRA To 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 45 AND THE NORTH 1/2 OF LOT 44 IN BLOCK 2 IN P.S. BARBER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH/E:T 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO. 20-08-302-028, VOL. 419

THIS INSTRUMENT WAS PREPARED BY:

SUE JANACHOWSKI FOR ALLSTATE LETER PRISES MTGE CORP. 7000 WEST 111TH STREET WORTH, ILLINOIS 6C482

TOGETHER with all and singular the tenements, hereditaments and appurtenances dereunto 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 the may be placed in, any pages in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, u to the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all lights 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 hereises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said 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 Mortgagoe may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgagod 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 mortgago, to the paid out of proceeds of the sale of the mortgagod 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 hen upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgager 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

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agreement herein straulated, then the whole of said principal sum remaining unpaid together-with accurred in thereon shall a the discounting unpaid together with accurred in the coverant of the said principal sum remaining unpaid together with accurred in - IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by for a preach of any other covenant or by for a preach of this age. Therefore, or in ease of a breach of this age of the formal information of th

THE MORTGACK FURTHER ACREES that should this mortgage, and the note secured hereby not be ell-mortgage, and the note secured hereby not be ell-mortgage, or incurrent to the long that should the note and this mortgage; being deemed conclusive proof of such incligibility). Housing and the note and this mortgage; being deemed conclusive proof of such incligibility). The Mortgage of the holder of the note and this mortgage; being deemed conclusive proof of such incligibility). The Mortgage of the holder of the note and this mortgage of the short and the holder of the note may, at its option, declate all sums secured hereby immediately due and payable.

is public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of includences upon this Mortgage, and the done secured hereby remaining unpilled by it on account of the indepted gray to the Mortgage and shall be paid forthwith to the Mortgage to be applied by it on account of the indepted ness secured hereby, whether due or not TIANT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for in force shall pass to the purchaser or grantee.

Of mentions and premiums on such manifers provision for payment of which has not decine at tenewals thereof the manifers and the policies and renewals thereof solutions are stated in companies approved by the Mortgagee and the policies and construction of the Mortgagee in layer of such in John as acceptable shall be held by the Mortgagee and have attached thereto loss payable clauses in layor of and make manifers of the Mortgagee in the Mortgage and the Mortgage and the Mortgage at its option of the Mortgage at the option of the Mortgage at the option of the mortgage of the Mortgage at the option of the mortgage of the Mortgage of the Mortgage at the option of the mortgage of t

THAT HE WILL REEP the improvements now existing or hereafter erected of the mortgaged property, insured as may be required from time to time by the Mortgaged against loss by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend of may be required as may be required by the Mortgage and will pay promptend of may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will pay promptend as may be required by the Mortgage and will be pay be payed as may be required by the Mortgage and will be payed as may be required by the Mortgage and will be payed by the Mortgage and the Mortgage and will be payed by the Mortgage and will be payed by the Mortgage and the Mo

AND ANDITIONAL SECUPITY for the payment of the indebtedness, no establishe Mortgagor does hereby assign to the Mortgague all the rents, issues, and profits now due or which may nereafter become due for the use of the payments.

mortgage resuring in a prince series the premises corete their menential independent of the proceedings or all confine the property is otherwise after default, the Mortgage shall apply, at the amount of principal their incaming unpaid under section it. of the preceding paragraph as a credit against the amount of principal, their incaming unpaid under send on the preceding paragraph as a credit against the amount of principal, their incaming unpaid under send on the preceding paragraph of the preceding paragraph as a credit against the amount of principal, their funds are incaming unpaid under send on the preceding paragraph of the preceding paragraph. of Housing and Urban Development, and any balance to also he follows accumulated under the provisions of Housing and Urban Development, and any balance to also the funds accumulated under the provisions of the provisions 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 mortgage resulting in a public sale of the premises covered hereby, or if the Mortgage acquires the property of the premises after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at otherwise after default, the Mortgagee shall apply, at the time of the premise of the premis Augustian of the or beinglide omesed for and squel for interesting of the opening of the property hereby, full payment of the entire indebtedness typt sented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account or the Mortgagor all payments made under the provisions of such indebtedness, credit to the account or the Mortgagor all payments made under the provisions of such indebtedness, credit to the account or the Mortgagor all payments made under the provisions of such accounts of the provisions of such accounts of the provisions of such accounts of the provisions of the provisio attents, to cover the exect on the Mortgager under subsection (biol the preceding paragraph shall exceed the neutral of the prevents actural, and by the Mortgager under subsection (biol dispense) and assessments, or insurance the amount of the payments actural, and by the Mortgager for ground rents, laxes, and assessments actural, and by the Mortgager for ground rents as the case may be, such excess, if the loan is current, at the Mortgager. If, however, the monthly payments subsequent payments to be made by the Mortgager, or refunded to the Mortgager. If, however, the monthly payments and assessments, or insurance may be, when the same shall become due and payable, then the Mortgager shall pay to do Mortgager any amount necessary to make up the deficiency, on tents, taxes, assessments, or insurance premiums shall be due or feeled the date when payment of such ground. The Mortgager any amount necessary to macutaine shall be due. It amy time the Mortgager shall tender to the Mortgager any amount necessary to insurance premiums shall be due. It amy time the Mortgager shall tender to the Mortgager and assessments, or insurance premiums shall be due. It amy time the Mortgager shall tender to the Mortgager, in accordance with the provisions of the note secured the Mortgager and assessments of the note secured become and payable. The first payment of the and the first pay the Mortgager in accordance with the provisions of the note secured become and the Mortgager shall tender to the Mortgager, in accordance with the provisions of the note secured the may the Mortgager shall tender to the Mortgager and assessments, or insurance premiums shall be due.

Any deficiency in the thount of any such appreciate monthly payment shall, unless made good by the Mortgager may collect at date of the rest such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" at the exceed four cents (4e) for each dollar (51) for each payment more than filteen (15) days in arrivers, to cover the ext. The mortgage in handling delinquent payments.

v.), asyments mentioned in the two preceding subsections of this paragraph and all parments to be made under the forty and state mentioned in the two preceding subsections of this paragraph and shall be paid by the Mortgages to the following items in the order set forth; or the desired by the Mortgages to the following items in the order set forth; or a single payment to be applied by the Mortgages to the following items in the order set of the monthly contract of insurance with the Secretary of Housang and Urban Development, or monthly charges under the contract of insurance premium), as the case may be, monthly taxes, special assessments, fire, and other basued insurance premiums, (II) "sees on the notes green the premiums, and other payment of any taxes, special assessments, fire, and other basued insurance premiums, (IV) smooths, if any, taxes, special assessments, fire, and other basued insurance premiums, erect on the note secured hereby, and (II) "sees on the principal of the said note.

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said note is fully paid, the following sums:

On monum sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this insurance not the summent and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are help set tellary of housing and this instrument are help as follows;

Of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (I) month pay such premium in the secretary of Housing and Urban Development meeting the said note of even date and this instrument are held by the Sational Housing Act, by the Sational Housing and Urban pay such premium to the Secretary of Housing and Urban Development pursuant to the Sational Housing Act, by the said note of even date and this instrument are held by the Sational Housing and Urban pay such premium in the Sational Housing and Urban as amended, and applicable Regulations therefore, or a monthly charge (in lieu of a mortgage insurance premium) which shall be in a amount equal performed and applicable Regulations therefore, or a monthly charge (in lieu of a mortgage insurance premium) which shall be in a amounting the satisfact one of even date and this instrument are held by the Sational Housing and Urban pay such premium for the Sational Housing and Urban and Urban and Urban and Performed and applicable to the satisfact of even date and this instrument to provide such holder with the date in an amount of even date and this instrument. The satisfact of even date and this instrument in the satisfact of even date and the satisfact of even date in the satisfact of the provide sati

That, together with, and in addition lo, the month pay to the Mole or in part, on the said note is fully paid, the following sums: SKAKKENDEN KENDEN KONDEN KENDEN KENDE swollet as asorgs bus almensoes reduct regulated bias off CNA

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authority conferred upon and vested in it Bank and Trust Company hereby warrants the execute this instrument), and it is expre or in said Note contained shall be construinted and Bank and Trust Company, individue indebtedness accuring hereunder, or to pe herein contained, all such liability, if its successors and assigns, and by every security hereunder, and that so far as Heually, its successors and assigns, are contained, and any persons to whom any solely to the premises hereby conveyed for lien created, in the manner herein and in	as Such Trusteb (2nd said Heritage Standard at it possesses full power and authority to
nullity if the instrument covers any land than four families, or in to secure a low	s Revised Statutes: In the event that this in- demption clause, said clause shall become a which is improved with a dwelling for not more to be used to finance construction of a or if the document covers land used for agricul-
IN WITNESS WHEREOF, said party of the first affixed, and has caused its name on the sign attested by its xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	t part has caused its corporate seal to be hereto ned to these presents by its Vice President and 21st day of October, A.D. 1985
	HERITAGE STANDARD BANK AND TRUST COMPANY as Trustee under its Trust No. 9921 Inq not individually. BY State January Asst. 1:0 President
•	XARSDSTA VXXSC RODENY
STATE OF ILLINOIS) OUNTY OF COOK)	Trust Operations Officer
I, Karen Ryan County, in the State aforesaid, DO HEREBY (Vice President of Heritage Standard Bank are Ust. Operations Officer said Bank, personall Games are subscribed to the foregoing instructions are subscribed to the foregoing instructions are respectively, appeared before me signed and delivered the said instrument as free and voluntary act of said Bank, for the said Assistant Secretary did also then and corporate seal of said Bank, did affix the	1
GIVEN under my hand and N	otarial Seal this 2lst day of
October , A.D. 19 85	-

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AEMC #02-58-11411

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 Mortgagec; lease the said premises to the Mortgagor or others upon such terms and conditions, either within a 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 FOR CLOSURE 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 utlays 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 an mortgage, its costs and expenses, and the reasonable fees and charges be made a party inereto by reason of the softgage, its costs and expenses, and the reasonable lees and charges of the attorneys or solicitors of the Mortgage, 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 analytic 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', solicitor', 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 sefor the purpose authorized in the mortgage with interest on such advances at the tate section in the more 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 containing unpaid. The overplus of the proceeds

If Mortgagor shall pay said note at the time and in the manner after said and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this con eyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Morter or, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or lows which require the earlier ex-

IT IS EXPRESSLY AGREED that no extension of the time for payment of the duct hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original

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. Wherear used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include

WITNESS the hand and seal of the Mortgagor, the day and year first written. RIDER TO MORTGASE DEED OF TRUST/DEED TO SECURE DEBT (FHA) ATTACHED HERETO AND INCORPORATED BY REFERENCE PAREIN.

[SEAL] HERITAGE STANDARD BANK, AND KNOWN AS TRUST #9921 AS TRUSTED UNDER TRUST AGREEMENT DATED OCTOBER 14, 1985 [SEAL]

55.

STATE OF ILLINOIS

COUNTY OF

I,

HERITAGE STANDARD BANK SIGNATURES EXCULPATORY AND NOTARY ATTACHED HERETO AND MADE A PART THEREOF

aforesaid, Do Hereby Certify That person whose name

person and acknowledged that

, a notary public, in and for the county and State

, his wife, personally known to me to be the same subscribed to the foregoing instrument, appeared before me this day in signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right

GIVEN under my hand and Notarial Seal this

, A. D. 19

Notary Public

DOC. NO.

#1

, Filed for Record in the Recorder's Office of

County, Illinois, on the

A.D. 49

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FHA Case No. 131:4146443-203 5657

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

Since the second of the second as Trustee Under Trust Agreement Dated October 14, 1985 and

This rider attached to and made part of the Mortgage between Known as Trust #9921 PB , Mortgagor, and Enterprises Mige Casee, 10/15/85 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

Marine Brown margaret in the state of the T' at together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor 1111 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 legard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the lortgagee) less all sums already paid therefor $_{i=0.7} divided_{ij}$ by the number of months to elapse before one month prior toothe date when such ground rents, premiums, taxes and assessments will become dering ent, 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 nouth in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums:
 - (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 excerd 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 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 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 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 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