## **MORTGAGE**

THIS INDENTURE, Made this

day of October

, 1985, between

Ross A. Bauerle and Margaret M. Bauerle, His Wife--4222--Crown Mortgage Co. ----a corporation organized and existing under the laws of the State of Illinois Mortgagee.

24th

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 Thirty Thousand One Hundred Dollars and No/100ths----- Dollars (\$ 30,100.00---)

Eleven and

payable with interest at the rate of One-Half per centum (11,50----%) per annum on the unpaid balance until pair, and made payable to the order of the Mortgagee at its office in Oak Lawn 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 Two Hundred Ninety Eight payable on the first day of provember ? 2015

NOW, THEREFORE, the sold 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:

Lot 22 and the South 8-1/3 feet of Lot 21 in Block 6 in Ray Quinn and Company's Ford Center being a Resubdivision (f Blocks 2, 3, 6 and the East half of Block 4 in Mary W. Ingram's Subdivision of the North West Quarter of the South West Quarter of Section 30, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

12741 South Saginaw Avenue, Chicago, Illinois 60633

Permanent real estate tax number: 26-30-309-057

TOGETHER with all and singular the tenements, hereditaments and appart mances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every bind 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 fix ures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, fee from all rights and benefits under and by virtue of the Romestead 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 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 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 lied 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 or 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 ony 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 of 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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10 THE EVENT of default in making any monthly payment provided for berein and in the note secured here-by 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 stipulated, then the whole of said principal sum temaining unpaid together with accrued in-terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be elligible for insurance under the National Housing Act within Mangly days from the date hereof (written statement of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development to the "Mangly 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 or the holder of the note may, at its option, declare all sums secured freteby immediately due and payable

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 Mortgage to be applied by it on account of the full amount of the Mortgage and shall be paid forthwith to the Mortgage to be applied by it on account of the indebtedness secured hereby assigned by the Mortgage to be applied by it on account of the indebtedness secured hereby assigned by the Mortgage to be applied by it on account of the indebtedness secured hereby, whether due or not. TIME (Citie pranises, or any part thereof, be condemned under any power of emment domain, or acquired for

in force shall pass to the purchaser or grantee. event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedaces secured hereby, all right, title indiniterest of the Mortgagor in and to any insurance policies then All insurance shall be carried in companies approved by the Mortgages and the politics and tenewals thereof shall be carried in companies approved by the Mortgages and the political in form acceptable shall be held by the Mortgages and have attached thereto loss payable clauses in favor of an in form acceptable proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgage instrance proceeds, or any part thereof, may be applied by the Mortgager at its property damaged, in the reduction of the incelebledness hereby secured or to the restoration or repair of the property damaged. In the reduction of the incelebledness hereby secured or to the restoration or repair of the property damaged. In the reduction of the incelebledness hereby secured or to the mortgage event of thereby in the incelebration of the property in extinguishment of the event of foreclosure of this mortgage or other trainsfer of title to the mortgaged property in extinguishment of the event of foreclosure of this mortgage or other trainsfer of title to the mortgage of the extinguishment of the

THAT HE WILL REEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by the hors hazards; essualties and contingencies in such amounts and for such periods as may be required by the hors no been made hereinbefore. By, when due, any premiums on such insurance provision for payment of which has so been made hereinbefore.

of the premises hereinsbove described.

NAL AS ADDITIONAL SECURITY for the payment of the indebtedn as aforesaid the Mortgagee all the rents, issues, and profits now due or which as aforesaid the become due for the use

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Any deliciency in the anount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the die, is to such payment, constitute an event of default under this mortgage. The Mortgagee may colinical "take charge" and to exceed tout cents (4 ¢) for each dellar (51) for each payment more than titteen (15) days in access the exit, """ is a involved in handling dollar (51) for each payments.

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And where any operate assessments, and

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sold note in fully paid, the following sums:

(1) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this institution is dead for the secured bready are fractioned.

(1) If they are held by the Secretiary of Housing and Drhan Development, as follows;

(1) If and so long as said note of even date and this instrument are insured to accumulate to the Matterial Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month the Matterial Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month the secretiary of Housing wind those notes the provide match holder with funds to be sufficient to accumulate in the hands of the holder with funds to be as amended, and applicable fegulations thermody, or a summan to the Secretiary of Housing wind this instrument are held by the Secretiary of Housing and Urban Development pursuant line and an applicable fegulations thermody of the average outstanding balance of even and the mortgage in the average outstanding balance of the one mouth prior to the general and the mortgage of the property, plus have and assessments are for the mortgage of the property, the second due on the note computed with a to the ground in the following the mortgage of property, plus have and provide of premiums, taxes and assessments are followed from the mortgaged property. The second due on the note communities of the second of following the second due on the mortgaged property. The second due of the premiums, taxes and assessments are followed from the the second to pay said ground tents, the second and second assessments. The second in the two months to eightee before one month prior to the date where such provide tents, premiums, taxes and assessments, and special assessments, and special assessments. The second tents have presented to the gently decided to be morth be seen to the second provided to the second of the se

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Monthagor will pay to the Monthagor, on the first day of each month until the said note is fully paid, the following sums:

That privilege is esserved 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 maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay.

AND the said Mortgagor further covenants and agrees as follows.

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The Rider, dated the <u>24th</u> day of <u>October</u> 19 85, amends the Mortgage of even date by and between <u>Ross A. Bauerle and Margaret M. Bauerle, His Wife</u> the mortgagors and Crown Mortgage Co, the lender, as follows:

- 1. In paragraph two page two, the sentence which reads as follows is deleted: "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 maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."
- Paragraph two page two, is amended by the addition of the following: "Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

IN WITNESS WHEREOF,
has set his hard and seal the day and year first
aforesaid.

Cos A. Zaucke (sea

State of Illinois County of Look

I. DOIS MORE, a notary public, in and for the county and State aforesaid, do hereby certify that fost the same and MAKCACET M. BAVERLE his wife, personally known to me to be the same person whose names appeared before he this day in person and acknowledged that the signed, sealed, and delivered the said instrument is therefore and voluntary act for the uses and purposes therein set forth, including the release and valver of the right of homestead.

Given under my hand and Notarial Seal this 24 the day of of crosser, A.D. 19

Notary Public Huy My Commission Expires Juny 20, 1987 **UNOFFICIAL GQRY** 

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

FHA Case No. 131:4101237 703

This rider attached to and made part of the Mortgage between Ross A. Bauerle and Margaret M. Bauerle, His Wife-, Mortgagor, and Crown Mortgage Co.----Mortgagee, dated October 24, 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 Mortgagoe, 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 taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor 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 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 month in a single payment to be applied by the Mortgagee to the following items in the order set for in:
  - (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 Mortgigor 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 (44) for each dollar (\$1) for each payment more than fifteen (15) drys in arrears, to cover the extra expense involved in handling delinquent payment.

If the total of the payments made by the Mortgago; 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 premums, 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 ire 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 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 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.

Mortgagor

Ross A. Bauerle

Margaret M. Baulo Mortgagor

Margaret M. Bauerle, His Wife

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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 demption, 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, any also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of sich foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party the etab preason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys of 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 indeplacements 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 altorneys', 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 Mirtgagor.

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 agreemer is 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 and 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.

the hand and seal of the Mortgagor, the day and year first written.

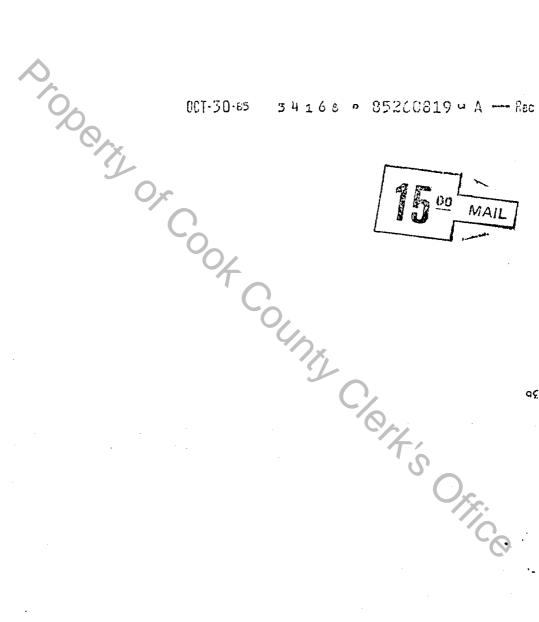
[SEAL] Margaret M. Bausle [SEAL]
Margaret M. Bauerle, His Wife 7000 \$ Ross A. Bauerle STATE OF ILLINOIS COUNTY OF COOK 1, Louis MURPHY , a notary public, in and for the county and State a notary public, in and for the county and State and MARCARET M, Bauere , his wife, personally known to me to be the same person whose names fee subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They signed, sealed, and delivered the said instrument as There free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right subscribed to the foregoing instrument, appeared before me this day in of homestead. My Commussion Expires July 20 195 DOC. NO. , Filed for Record in the Recorder's Office of A.D. 19 County, Illinois, on the day of Page m., and duly recorded in Book οf THIS DOC. WAS PREPARED BY: SANDY-HALLER CROWN MORTGAGE CO. 6131 West 95th Street

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Oak Lawn, Illinois 60453

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