

PROPERTY COMMONLY KNOWN AS:
610 DEER RUN DRIVE PALATINE , IL 60067

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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 28TH day of OCTOBER, 19 85 between
MARK R. MC CARTER AND MARY P. MC CARTER , 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 Mortgagee, as is evidenced by a certain
promissory note bearing even date herewith, in the principal sum of FIFTY SIX THOUSAND NINE
HUNDRED FIFTY AND 00/100 Dollars
(\$ 56,950.00)

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 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 SIXTY FOUR AND 38/100 Dollars
(\$ 564.38) 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 pres-
ents 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:

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

TAX IDENTIFICATION NUMBER: 02-15-111-0109.

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
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 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 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 in-
cumbrance 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 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 (5-80)

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AND IN THE EVENT that the whole of said debt is not paid to me 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 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.

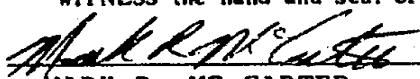
AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary 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.

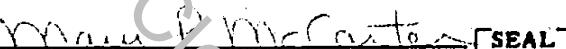
THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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


MARK R. MC CARTER

[SEAL]

[SEAL]


MARY P. MC CARTER

[SEAL]

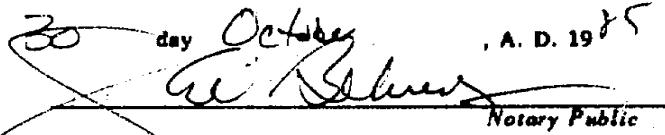
STATE OF ILLINOIS

COUNTY OF COOK

ss:

I, THE UNDERSIGNED
aforesaid, Do, Hereby Certify That
and WIFE
person whose name S ARE
subscribed to the foregoing instrument, appeared before me this day 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


Notary Public
852021

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

m., 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-92116M (5-80)

MAIL
TOP

UNOFFICIAL COPY the electronic version of the MessageBoard, without notice, because it made it easier.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date hereof, or in case of a breach of any covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagor, without notice become immediately due and payable.

THE MORTGAGEOR FURTHER AGREES that should the mortgagor die before the National Housing Act within five years of the issuance under the National Housing Act of the note secured hereby not be eligible for insurance under the National Housing Act within five years of the issuance under the National Housing Act.

THAT it the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for 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 note for such acquisition, to the account of the mortgagor, whether due or not.

All insurance shall be carried by the companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagees, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized to collect of losses it receives from its policyholders. In the event of loss Mortgagee will give immediate notice by mail to the Mortgagees, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized to collect of losses it receives from its policyholders. In the event of loss Mortgagee will give immediate notice by mail to the Mortgagees, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized to collect of losses it receives from its policyholders.

THAT HE WILL KEEP the improvements now existing or hereafter effected in a safe and convenient form; to the end that the Mortgagor may be relieved from time to time of such amounts as may be required by the Mortgagor to pay prompt-
ly, when due, any premium on such insurance for payment of which has not been made hereinafore.

AND AS ADDITIONAL SECURITY for the payment of the independence, issues, and profits now due or which may be thereafter become due for the use assigned to the Mortgagor all the expenses hereinafter described.

Any difference in the amount of any such payment, or in the date of any such payment, constitutes an event of default under this mortgage. The holder may accelerate payment in full, or in part, to cover the extra expense involved in handling delinquent payments.

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

(II) Ground rents, any special arrangements, etc., and other hazard insurance premiums.

(1) program management contract of insurance which the Secretary of Housing and Urban Development, or

(c) All payments mentioned in the two preceding paragraphs shall be paid by the Mortgagee each note payment made on this instrument [REDACTED] shall be added together and the aggregate shall be deducted from the note balance.

Instrumental training requires practice and repetition to develop skill and proficiency in playing the instrument.

On the other hand, the market value of property (that is, estimated value) is the price that would be realized if the property were sold in the open market during a period of months to buyers who had no particular desire to buy it.

(e) policies of fire and other hazards, including interagency cooperation, plus relaxes and modifications needed due to the unique needs of the community.

putted solution seeking into account delinquencies of prepayments;

(c) Development, a monthly charge (in lieu of a mortgage balance premium) which shall be in an amount equal to one-half of one percent of the principal amount of the loan.

For such permanent applications, the following recommendations are made:

of the attributes of the new system. In order to provide much better one (A), more

11 they see need of to long a period before the secretaries of even the most important of the provinces under the provisions

(a) An amount sufficient and the note provided thereby herefor to pay the next monthly charge (in lieu of a monthly charge) for telephone service rendered.

caused notice is fully paid, the following sums:

That, together with the monthly payments of principal and interest payable under the

For more information about the study, contact Dr. Michael J. Hwang at (319) 356-4000 or email at mhwang@uiowa.edu.

St. Louis, Mo., Oct. 20.—The Missouri State Auditor has issued a report showing that the state's public school system is in financial trouble.

AND the said Mortgagee further conveys and agrees as follows:

AND the said Mortgagee further covenants and agrees as follows:

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PARCEL 1:

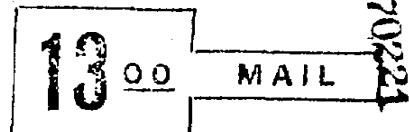
UNIT 10-B-1-2 IN DEER RUN CONDOMINIUM, PHASE II, AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN VALLEY VIEW SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1983 AS DOCUMENT 26535491, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM RECORDED JULY 24, 1985, AS DOCUMENT 85116690; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUTLOT "A" IN VALLEY VIEW SUBDIVISION AFORESAID AS CREATED BY GRANT OF EASEMENT RECORDED JULY 24, 1985 AS DOCUMENT 85116689.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTEnant 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 STIPUALTED AT LENGTH HEREIN.



DEPT-01 RECORDING \$13.25
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#058 # B *-85-270221

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