

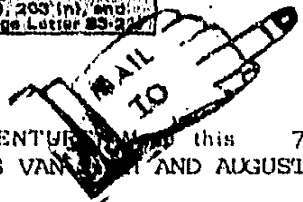
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This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (l), 203 (n), and 245. (Reference Mortgage Letter 83-21)

**MORTGAGE**

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

51072777



THIS INDENTURE made this 7th day of November, 1985, between CHARLES VAN [redacted] AND AUGUSTA PUGH, HIS WIFE, Mortgagee, and

THE FIRST MORTGAGE CORPORATION, Mortgagor, and 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 SIXTY ONE THOUSAND SIX HUNDRED FIFTY SEVEN AND NO/100 Dollars (\$ 61,657.00 )

payable with interest at the rate of ELEVEN AND ONE HALF per centum ( 11.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in OLYMPIA FIELDS, 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 SIX HUNDRED TEN AND 59/100 Dollars (\$ 610.59 ) on the first day of JANUARY, 1986, 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 DECEMBER, 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:

LOT 33 (EXCEPT THE SOUTH 20 FEET (HEREOF) LOT 34 AND THE SOUTH 6 FEET OF LOT 35 IN BLOCK 4 IN FREIDLANDER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #25-29-309-065 <sup>ps</sup> 12433 South Bishop Calumet Park, IL

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 incumbrance 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

DEPT-01 RECORDING \$13.25

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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.

Charles Van Pugh [SEAL] Augusta Pugh [SEAL]  
CHARLES VAN PUGH AUGUSTA PUGH  
[SEAL] [SEAL]

STATE OF ILLINOIS  
COUNTY OF Cook

I, THE UNDERSIGNED, a notary public, in and for the county and State aforesaid, Do Hereby Certify That CHARLES VAN PUGH and AUGUSTA PUGH, his wife, personally known to me to be the same person whose names 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 7<sup>th</sup> day of November A. D. 19<sup>15</sup>  
Carrie Pugh 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

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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 APPLICATION IS MADE SHALL HAVE THE RIGHT TO ORDER THE MORTGAGEE TO TAKE SUCH STEPS AS MAY BE NECESSARY TO ENFORCE THE PAYMENT OF THE DEBT...

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 THEREOF, OR IN CASE OF A BREACH OF ANY OTHER COVENANT OR AGREEMENT HEREIN ESTABLISHED, THEN THE WHOLE OF SAID PRINCIPAL SUM REMAINING UNPAID TOGETHER WITH ACCRUED INTEREST 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 ELIGIBLE FOR INSURANCE UNDER THE NATIONAL HOUSING ACT WITHIN 90 DAYS FROM THE DATE HEREON, WRITTEN STATEMENT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OR AUTHORIZED AGENT OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT DATED SUBSEQUENT TO THE DATE OF THIS MORTGAGE, DECLINING TO INSURE SAID NOTE AND THIS MORTGAGE, BEING DEEMED CONCLUSIVE PROOF OF SUCH INELIGIBILITY...

THAT IF THE PREMISES, OR ANY PART THEREOF, BE CONDEMNATED 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 secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

AND AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AFORESAID THE MORTGAGOR DOES HEREBY ASSIGN TO THE MORTGAGEE ALL THE RENTS, ISSUES, AND PROFITS NOW DUE OR WHICH MAY HEREAFTER BECOME DUE FOR THE USE OF THE PREMISES HERINAFORE DESCRIBED.

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 MORTGAGOR FOR RENT, TAXES, AND ASSESSMENTS, OR IN EXCESS OF THE AMOUNT OF SUCH RENT, TAXES, AND ASSESSMENTS, AS THE CASE MAY BE, SUCH EXCESS, IF THE LOAN IS CURRENT, SHALL BE CREDITED ON SUBSEQUENT PAYMENTS TO BE MADE BY THE MORTGAGOR, OR RETURNED 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 RENT, TAXES, AND ASSESSMENTS, OR TO MAKE UP THE DEFICIENCY, ON OR BEFORE THE DATE WHEN THE MORTGAGOR SHALL PAY TO THE MORTGAGEE ANY AMOUNT NECESSARY TO MAKE UP THE DEFICIENCY, ON OR BEFORE THE DATE WHEN PAYMENT OF SUCH RENT, TAXES, AND ASSESSMENTS, OR INSURANCE PREMIUMS SHALL BE DUE, AT ANY TIME THE MORTGAGOR SHALL TENDER TO THE MORTGAGEE, IN ACCORDANCE WITH THE PROVISIONS OF THE NOTE SECURED HEREBY, FULL PAYMENT OF THE OUTSTANDING DEBT 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 AMOUNT OF PRINCIPAL THEN REMAINING UNPAID UNDER SAID NOTE.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagor may collect a "late charge" not to exceed 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.

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

- (a) A sum equal to the ground rent, 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 (hereafter divided by the number of months to elapse before one month prior to the date when such ground rent, premium, tax and assessment shall become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premium, tax and special assessments; and
- (b) All payments mentioned in the preceding subsection 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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
- (i) ground rent, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of the said note.

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