

## 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

22nd day of

NOVEMBER 1985 between

JAMES SMITH, JR. AND MARGARET S. SMITH, HIS WIFE \_\_\_\_\_, Mortgagor, and  
FLEET MORTGAGE CORP. \_\_\_\_\_

a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND \_\_\_\_\_, Mortgagor.

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 FIVE THOUSAND TWO HUNDRED FORTY AND NO/100----- Dollars (\$35,240.00-----)

payable with interest at the rate of TWELVE per centum (----12.0%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN , 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 THREE HUNDRED SIXTY TWO AND 48/100----- Dollars (\$362.48-----) on the first day of JANUARY , 19 86, 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 72 IN SHARPSHOOTER'S PARK SUBDIVISION IN WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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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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**IN THE EVENT** of default in making any monthly payment provided for in a prearranged agreement hereof, or in the note covered hereto, for a period of thirty (30) days after the due date hereof, the whole amount payable, principal, interest, expenses, etc., together with all other costs and expenses of collection, shall, at the election of the Mortgagor, without notice, become immediately due and payable;

**THE MORTGAGE FURNITURE AGREEMENT** THAT SHOULD BE MADE WITHIN NINETEEN DAYS FROM THE DATE RECEIVED HEREBY, AND THAT MAY NOT BE MADE LONGER THAN ONE MONTH FROM THE DATE RECEIVED HEREBY, IS AS FOLLOWS:

THAT it the primary, or any part thereof, be exaudited under my power of appointment domain, or paid for  
public uses, proceeds, and the consideration for such acquisition, to the extent of the full amount  
of consideration paid heretofore remitted by me to the trustee, except as follows:

All insurance shall be held by the Mortgagor and have attached thereto loss payable clauses similar to and in form acceptable to the Mortgagor, and the Poll Tax and renewals thereafter shall be carried in companies approved by the Mortgagor, and interest of the Mortgagor in and to any insurance policies then made shall be secured by the Mortgagor, all right, title and interest of the Mortgagor in and to any insurance policies then made shall be retained by the Mortgagor, and the Mortgagor shall be entitled to receive payment of the same.

**THAT HE WILL KEEP** the improvements now existing or hereafter erected on the mortgaged property, in  
sured contingencies to time by the mortgagee against loss by fire, and other hazards, casualty,  
and amounts and for such periods as may be required by the trustee and will pay prompt-  
ly, when due, any premiums on such insurance for payment of which has not been made before.

AN, AS AUDITATIONAL SENSIBILITY for the payment of the indemnity due for the sake of the premises hereinafore described.

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to insure the safe delivery of the goods to the customer. The carrier will be liable for damage or loss of the goods during transit.

(17) *Any difference in the amount of any such payment made by the mortgagor prior to the due date of the note, which exceeds one-half of the amount of the note, shall be paid to the holder of the note.*

(II) Standard errors, if any, based upon the standard deviations, error, and other-based measures of the parameter estimates.

(1) Previous purchases under the contract by the buyer agree with the Secretary of Finance and the Developmental or  
monetary authority to settle payment to the supplier by the date agreed in the order of service.

All guarantees mentioned in the two preceding subsections of this paragraph and all guarantees under the note need to be added together and the maximum amount thereof shall be paid by the importer each

number of members to expect before enough sums to be held by Mortification in trust to pay valid Ground rents, taxes and services due and payable, and assessments will become due annually, such sums to be held by Mortification in trust to the date when such ground rents, premiums, taxes and other

on the mortgage bond properties (all as consolidated by the holding company) leave all sums already paid thereon, due and payable under the mortgage bonds, excepting the principal amount of \$1,000,000.

In one-way ANOVA, it is of interest to determine if there is a significant difference between the means of two or more groups.

(1) If and so long as such debt or of even date and the instrument has not been paid, the holder may sue for payment.

Pay such premium to the due date as the Secretary of Finance and Undersecretary of Finance, in order to provide such holder with funds to meet his obligations to the Government.

(1) If and so long as said note or any part thereof remains unpaid, the holder may sue for payment in any court of competent jurisdiction.

77. An innovative sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this loan is held by the sole servicer of this note and upon the occurrence of the following events:

Terms of the note secured hereby, the debtor will pay to the mortgagor, on the first day of each month until paid in full, the following sums:

PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTRUMENT THAT, TOGETHER WITH, AND IN ADDITION TO, THE MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST PAYABLE UNDER THE

*...and the world will be at peace.*

AND the said Mortgagor further covenants and agrees as follows:

www.mattwilson.com

AND the said Mortgagor further covenants and agrees as follows:

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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 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 *sav 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,

James Smith Jr [SEAL] Margaret S. Smith [SEAL]  
JAMES SMITH, JR. MARGARET S. SMITH, HIS WIFE  
[SEAL] [SEAL]

STATE OF ILLINOIS

ss:

COUNTY OF COOK

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That JAMES SMITH, JR. and MARGARET S. SMITH, his wife, personally known to me to be the same 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

22nd day November, A. D. 1985

Jayne L. Welsh  
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

THIS INSTRUMENT WAS PREPARED BY  
GREG McLAUGHLIN FOR:

**Fleet Mortgage Corp.**

10046 SOUTH WESTERN AVE.  
CHICAGO, ILLINOIS 60643

Mail to:

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-82-Sub-A

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This rider attached to and made part of the Mortgage between JAMES SMITH, JR. AND MARGARET S. SMITH, HIS WIFE, Mortgagor, and FLEET MORTGAGE CORP. Mortgagee, dated NOVEMBER 22, 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 Mortgagors, 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 Mortgagor) 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 Mortgagor 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 Mortgagor 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 Mortgagor may collect a "late charge" not to exceed four cents (.4c) 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 Mortgagor 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 Mortgagor 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 Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor 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 Mortgagor acquires the property otherwise after default, the Mortgagor 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 Mortgagor when the ineligibility for insurance under the National Housing Act is due to the Mortgagor'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.

*James Smith* (SEAL)  
Mortgagor JAMES SMITH, JR.  
*Margaret S. Smith* (SEAL)  
Mortgagor MARGARET S. SMITH, HIS WIFE

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a notary public, in and for the County and State aforesaid, Do Herby Certify That JAMES SMITH, JR. and MARGARET S. SMITH, 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 27 day of November A. D. 1985.

*Josephine Welsh*  
Notary Public

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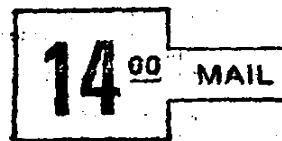
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