

UNOFFICIAL COPY

MC # 357888-2

5229 S Winchester

VA FORM 26-6310 (Home Loan)  
Rev. August 1981. Use Optional.  
Section 1810, Title 38, U.S.C.  
Acceptable to  
Federal National Mortgage Association

ILLINOIS

85301788

MORTGAGE

THIS INDENTURE, made this 26th day of NOVEMBER 1985, between

MICHAEL L. JONES AND HILDA JONES, HIS WIFE, Mortgageor, and  
FLEET MORTGAGE CORP., Mortgagee.

a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND

WITNESSETH: That whereas the Mortgageor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgageor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of TWENTY NINE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 29,500.00) payable with interest at the rate of ELEVEN per centum (11.6%) 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 or mailed to the Mortgageor; the said principal and interest being payable in monthly installments of TWO HUNDRED EIGHTY AND 94/100 Dollars (\$ 280.94) beginning on the first day of JANUARY, 1986, and continuing on the first day of each 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 Mortgageor, for the better securing of the payment of 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 37 IN BLOCK 6 IN WHITE AND COLEMAN'S SUBDIVISION OF BLOCKS 41 TO 44 INCLUSIVE IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Jan 20 - 07 - 409 - 012

5229 S Winchester  
Chicago

13.00 MAIL

DEPT-01 RECORDING \$13.25  
#42222 TRAN 0419 11/29/85 11:21:00  
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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 fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness

herein mentioned; .....

1109144  
11/16/01  
Lump Sum

STATE OF ILLINOIS

Mortgage

TO

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois,

day of

of Cook

of

page

of

of

of

of

Fleet Mortgage Corp.  
10046 SOUTH WESTERN AVE.  
CHICAGO, ILLINOIS 60643

THIS INSTRUMENT WAS PREPARED BY  
GREG MCLAUGHLIN FOR



82170818

day of  
1885  
Notary Public  
Victoria K. Williams

This instrument was prepared by:  
uses and purposes therein set forth, including the release and waiver of the right of homestead,  
that they, signed, sealed, and delivered the said instrument in and to the County of Cook, Illinois,  
names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged  
HILDA JONES, his/her spouse, personally known to me to be the same person whose  
County, Illinois, and State of Illinois, do hereby  
I, the undersigned, a Notary Public, in and for the County of Cook, Illinois,  
COUNTY OF COOK  
STATE OF ILLINOIS

MICHAEL J. JONES  
HILDA JONES, HIS WIFE  
[SEAL] [SEAL]  
Witness the hand and seal of the Mortgagor, the day and year first written.

The lien of this instrument shall remain in full force and effect during any postponement or extension of  
the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of  
payment of the debt hereby secured given by the Mortgagor to any successor in interest of the Mortgagor shall  
operate to release, in any manner, the original liability of the Mortgagor.  
If the indebtedness secured hereby be guaranteed or insured under Title 88, United States Code, such  
Title and Regulations issued hereunder and in effect on the date hereof shall govern the rights, duties and  
liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with  
said Title and Regulations which are inconsistent with said Title or Regulations are hereby amended to conform thereto.  
The COVENANTS HEREIN CONTAINED shall bind and the benefits and advantages shall inure to the respective  
parts, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the  
singular number and the plural, the plural, the singular, and the term "Mortgage" shall include any  
payee of the indebtedness secured hereby, whether by operation of law or otherwise.  
Witness the hand and seal of the Mortgagor, the day and year first written.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
- II. interest on the note secured hereby; and
- III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. 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 as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (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 as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

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 hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in 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 Mortgagor will give immediate notice by mail to the Mortgagee, who may make 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 Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other 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 Mortgagee, without notice, become immediately due and payable.

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 application for a receiver, 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, 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.

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 of the complainant and for 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 proceed-

