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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 11TH day of NOVEMBER, 19 85 between  
JAMES V. LYNCH, A BACHELOR AND DEBORAH R. KACMAR, A SPINSTER  
, 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 THOUSAND NINE  
HUNDRED FIFTY AND 00/100 Dollars  
(\$ 50,950.00 )

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 FOUR AND 92/100 Dollars  
(\$ 504.92 ) 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 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 T D E R      A T T A C H E D

TAX IDENTIFICATION NUMBER: 07-27-00-0016

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; nor 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-  
cumbance 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 (6-80)

85302254

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Property of Cook County Clerk's Office

**14<sup>00</sup>**

DEPT-01 REC'D DATE 5-22-94  
M5585 # 60 # 55-32254  
M5222 TMAN GENEVA 13-17-00  
114 00

85-511054

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AND IN THE EVENT That the whole of said debt is declared to be due; the Mortgagor 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 appointment of a receiver, or for an order to place Mortgagor 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 Mortgagor 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 no 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 proceeding, 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 executed 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 all 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 V. Lynch* [SEAL] *Deborah R. Kacmar* [SEAL]  
 JAMES V. LYNCH [SEAL] DEBORAH R. KACMAR [SEAL]

STATE OF ILLINOIS

ss:

COUNTY OF COOK

I, THE UNDERSIGNED  
aforesaid, Do Hereby Certify That JAMES V. LYNCH, A BACHELOR AND DEBORAH R. KACMAR  
and, A SPINSTER 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

15th day of December, A.D. 1985  
*Kathleen C. Hindey*  
 Notary Public

853012251

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

TAX IDENTIFICATION NUMBER: 07-077-100-06

THIS INSTRUMENT PREPARED BY:

JOHN P. DAVEY

DRAPER AND KRAMER, INCORPORATED

33 WEST MONROE STREET

CHICAGO, ILLINOIS 60603

HUD-92116M (5-80)

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**IN THIS EVENT** of deposit in making any payment provided for hereinafter, then the due date therewith, or in case of a branch of any other concern than the one whose deposit is so made, the date of the branch office concerned, shall, at the election of the depositor, either be extended or shortened by a period of thirty (30) days after the due date therewith, or until payment is made, whichever may be longer.

THE MORTGAGE PURCHASER AGREES THAT HE SHOULD IN THIS MORTGAGE AND IN THE NOTE RECORDED HEREBY NOT BE ELLI. ELLIBIA FOR PURCHASE UNDER THE NATIONAL HOUSING ACT OF 1933 FROM THE DEPARTMENT OF URBAN DEVELOPMENT AND THE DATE HEREON.

All insurance shall be carried in companies approved by the Mortgagor and the holder of the Mortgagor's undivided interest in the property shall be held by the Mortgagor and have not触切地 been paid up to the Mortgagor in favor of the Mortgagor's undivided interest in the property. In event of loss of title to the Mortgagor will have immediate notice by mail to the Mortgagor, who may make good the mortgagee. In event of loss of title to the Mortgagor will have immediate notice by mail to the Mortgagor, who may make good the mortgagee. In event of loss of title to the Mortgagor will have immediate notice by mail to the Mortgagor, who may make good the mortgagee.

**THAT HE WILL KEEP** the improvements now existing or heretofore effected, and more especially those by which the Motorette has been made more comfortable, and contributed to the safety of the passengers.

of the premeasures mentioned above will be taken, measures, and practices now due or which may have been taken become due for the use

**crediting paragraph.** AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforementioned the Mortgagor does hereby

to any due date of the note such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the note, exceed the amount paid under this mortgage. The mortgagor may call back a note, if he has paid all or part of the note, if he can get a credit certificate (§ 4) for each dollar (§ 5) for each payment made in handling delinquent paymets.

(iii) interested on the note secured hereby; and  
(iv) smotrzation of the principal of the said note.

(17) ground surface, if any, (axes, especially) rearrangements, (fire, and other hazard sources) preclude;

Note section and hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month to a trustee to be appointed by the Mortgagor to the following items in the order set forth:

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the takes a specific assessment; and

polluted or offsite and other hazardous wastes before being covered by the MoRagagee plan. It also includes areas where ground water contamination has been identified as a threat to public health or the environment.

(b) A sum equal to the ground rents, etc., so called, next due, plus the premium which would become due and payable on sale or transfer (1/12 of one-half (1/2) per centum of the average outstanding balance due on the note com-

(1) It is demanded, and applicable Regulations (hereunder) or

pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act.

(3) If and so long as there shall be a secretory of Housing and Urban Development under the provisions of the Housing Act, an amendment is to be made of the same to read as follows:

amount sufficient to provide the holder hereof with funds to pay the next mortgage liability charge (in lieu of a mortgage liability premium if the instrument and the note secured thereby are insured, or a monthly charge for a monthly premium).

Note is fully paid, the following sums:

together with, and in addition to, the monthly payments of principal and interest payable under the

“*Землемеръ*” *документъ* от 1913 г. съдържащо изложението на топографския план на селото.

the said Mortgagee further covenants and agrees as follows:

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

452254  
531155

of THE LAKEMOOD CONDOMINIUM, AS DELINQUENTED ON PLAT OF SURVEY OF A PART OF LOT 16131 IN SECTION 2, MEATHERSFIELD UNIT 16, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 30, 1979 AND KNOWN AS TRUST 46656, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25252295 AS AMENDED FROM TIME TO TIME;

AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDMENT TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT COUNT, ILLINOIS AS DOCUMENT 25252295 AS AMENDED FROM TIME TO TIME;

PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDMENT SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH FILLED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEMANDED TO BE CONVEYED EFFECTIVE WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEMANDED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED

THE LIEN OF THIS MORTGAGE ON THE COMMON ELEMENTS 54011 BE AUTOMATICALLY RELEASED AS TO THE PERCENTAGE OF COMMON ELEMENTS 54011 BE AUTOMATICALLY RELEASED AS OF RECORD IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25252295 AND THE LIEN OF THIS MORTGAGE SHALL AUTOMATICALLY ATTACH TO ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES ARE HEREBY CONVEYED EFFECTIVELY ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED HEREBY.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, HIS SUCCESSORS AND ASSIGNS, AS RIGHTS AND Covenants and Reservations contained in said Declaration, the same as though the provisions of said Declaration were recited and stipulated at length herein.

MORTGAGOR AGREES FOR THE BENEFIT OF THE PROPERTY SET FORTH IN THE aforesigned easements appurtenant to the above described real estate, the rights and covenants set forth in such amended declarations concerning the easements for the benefit of the property set forth in the aforesigned declaration, the rights and covenants and reservations contained in said declaration, the same as though contained in this mortgage, are hereby conveyed hereto.

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