BOX 333 - HV

MORTGAGE

This form is used in connection with mortgages insured under the one to four-family provisioned the National Mousing Act.

THIS INDENTURE, Made this 27th day of November 19 85 between

igor, and

STEVEN C. WILKINSON and CATHERINE A. WILKINSON, his wife CTX MORTGAGE COMPANY,

a corporation organized and existing under the laws of Nevada Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgages, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of EIGHTY RIVE THOUSAND TWO HUNDRED

FIFTY AND NO/100----

Dollars (\$ 87,250.00

payable with interest at the rate of TEN & 3/4 per centum (10.75 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Dallas, Texas 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 Nine hundred seventy eight and 03/100----- Dellars (\$ 978.03) on the first day , 1986, and a like sum on the first day of each and every month thereafter until of January 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 2000.

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 and the State of Illinois, to wit:

SEE RIDER ATTACHED HERETO ANI MADE A PART HEREOF.

SEE CONDOMINIUM RIDER ATTACHED HITATO AND MADE A PART HEREOG.

Property Address: 1844 C Fox Run

Elk Grove Village, Il.

600073 - 5

02-26-200-005-0000 Permanent Tax No.

85312347

TOGETHER with all and singular the tenements, hereditaments and arountenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every find 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, in e 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 fort), free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Uting, 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 tien or incumbrance 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 Murtgagee 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 natisfy the same

Huplaces FHA-2116M, which may be used until supply is exhausted

STATE OF ILLINOIS HUD-92116M (6-80)

JNOFFICIAL

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by for a period of thirty (30) days after the due date thereof, or in case of abrench of any other consensus period of thirty cher whole of said principal sum remaining unpeid together with accrued in-escent sheets, satisfies a section of the Mortgages, without notice, become immediately due and payable.

THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured frequently not be elitered from the date hereof (written states for insurance under the National Housing Act within OO days

Mousing and Urban Development defeated subsequent to the OO days

Mousing and Urban Development deted subsequent to the OO days

The Insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgage of the Lother of the note may at its option, declare all sums secured hereby immediately due and payable.

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgages, and shell be paid forthwith to the Mortgages upon this Mortgages, and shell be paid forthwith to the Mortgages to be applied by it on account of the indebtedness secured hereby, whether due or not.

TAHT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

again, we need to the mortgages and nave attached thereto tosa beyante candages in tayon of all of the Mortgages. In event of loss Mortgages, and cach insurance company openied is beeely authorized and of the Mortgages of the Mortgages and the majorized and directed to make payment for such loss directly to the Mortgages included by the Mortgages at its option either to jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgages at its option either to jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgages at its option either the reduction of the insurance proceeds, or any part thereof, may be applied by the Mortgages of the property damaged. In evaluation of the insurance of the mortgage or other transfer of title to the mortgaged property in extinguishment of the evaluation of the property in still gainfeet. In factors the mortgage or other transfer of the Mortgager in and to any insurance policies then in force shall pass to the purchaser or granteet. In the premises, or any part thereof. In any payment of the premises, or any part thereof. In any payment of the premises, or any part thereof. All insurance shall be established in companies approved by the Mongagee and the policies of the policies approved thereof a policies approved the policies of the policies of

THAT HE WILL KEEP the improvements now existing or herester erected on the morigaged property, insured as may be required from time to time by the Morigagee against loss by the fortanger hazards, casualties and contingencies in such amounts and tor such periods as may be required by the fortangee and will periods as may be required by the fortangee and will periods as may be required by the fortangee and will periods as may be required by the fortangee and will periods.

If, when due, any premiums on such insurance provision for payment of which has no been made hereinbefore.

of the premises hereinsbove described.

AND AS ADDITIONAL SECURITY for the payment of the indebtednost a foresaid the Mortgagot does hereby.

section (b) of the preceding paragraph as a credit against the successful principal three sections and paragraph, and to the preceding paragraph and to (a) of the preceding paragraph. The property adjusts any payments which shall have been under successful to (a) to (a) of the preceding paragraphs. the time the property is otherwise acquired, the balance then ramining in the funds accumulated under subtends, taxes, and assessments, or insurence premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay (1) he Mortgages, the determinant of such greams rends, taxes) assessments, or insurance premiums shall be due, or before the date when payment of such greams ranks, taxes, assessments, or insurance premiums shall be due, or become of the Mortgager shall tendent to the Acritages, in accordance with the provisions of the more secured farseby, the Mortgager shall, in computing the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the mortgage has not become obligated to pay to the Secretary subsection (a) of the preceding paragraph which the mortgage has not become obligated to the provisions of subsection (b) of the preceding paragraph, if there shall be a default under any of the provisions of subsection (b) of the preceding paragraph, if there shall be a default under any of the provisions anotherwise after default, the Mortgagee acquired, the provisions of subsection (b) of the preceding paragraph, at the coverce commencement of such provisions of the preceding payable and the mortgage resulting in a public sale of the preceding payable of the provisions of th the amount of the payments actually made by the Mortgages for ground rents, taxes, and sespenaments, or insurences amount of the payments of the payments of the Mortgagor, shall be credited on subments to be made by the Mortgagor, in the Mortgagor, in the Mortgagor, in the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground made by the Mortgagor under subsection (b) of the preceding paragraph shall not be same shall become due rents, taxes, and assessments, or insurence, premiums, as the case may be, when the same shall become due and navable, then the Mortgagor shall not be same shall become and navable, then the Mortgagor shall not the Mortgagor and Libra Mortgagor of the same shall become and navable, then the Mortgagor shall not the Mortgagor and navable.

If the total of the payments and by the Mortgagor under subsection (b) of the preceding paragraph shall exceed Any deficiency we the amount of any such aggregate monthly payment shall, unless made good by the Mortgages may colliste due date of the Next such payment, constitute an event of default under this mortgage. The Mortgages may colliste due date of the Auch payment, constitute an event of the cover the exits apense involved in headling delinquent payment more than litteen (15) days in areas, to cover the exits apense involved in headling delinquent payments.

Index and special cases and special and the segments, and the paragraph and all payments to be made under the for the year and special according subsections of this paragraph and all payments to be dided together and the aggregate amount thereof shall be paid by the Mortgages to the following items in the order set forth:

(ii) ne single payment to be applied by the Mortgages to the following items in the order set forth:

(iii) the state of the note secured hereby; and
(iii) the note secured hereby; and
(iv) and this tion of the principal of the said note.

(a) An encourt sufficient to provide the housing sums:

(b) An emount sufficient to provide the holder hereof with funds to pay the next mortgage instruence premium if this hardward sufficient to provide the holder hereby are instrued, or a monthly charge (in lieu of a mortgage instruence premium)

(b) If such as being here a seld note of svent dets and this instriment are instrued or are reinstructed to be a seld note of svent dets and this instrument are instrument are instrument or the dieder of the mount sufficient to accumulate in the herde such holder one (1) month of the determine to the determinent of the monthly constitutions theremained. Of the determinent of determinents. The traininent of the determinent of determinents of determinents of determinents of determinents of determinents of determinents. The determinent of determinents of determinents of determinents of determinents of determinents of determinents. The determinents of determinents of determinents of determinents of determinents of determinents of determinents. The determinents of determinents of determinents of determinents of determinents of determinents of determinents. The determinents of determinents of determinents of determinents of determinents. The determinents of determinents of determinents of determinents of determinents of determinents. The determinents determinents of determinent

The privilege is received to pay the debt in whele, so in an emount equal to size of mois monthly payments.

An the pointspal that are none for an the size to any month priorite mentally priorited, however, called monthly payments of the mote is the foreign to, the monthly payments of principal and interest payable under the terms of the note is tully paid, the Mortgagor will pay to the Mortgager, on the first day of each month until the said note is fully paid, the following sums:

AND the said Mortgagor further coverents and agrees as follows:

- 2 -

312 8

85 312 347

UNOFFICIAL COPY,

- 3.

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 sich 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 (Is) for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such originate; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party theretally 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 indebterness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL De 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 advineys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and exemination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mort age 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 sciid principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the mortgager.

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 demind herefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the banefits 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 s'iail operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the penefits 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 vitten.

Steven C. WILKINSON	SEAL]	AMERINE'A.	Mykinacy SEAL]
-	[SEAL]		[SEAL]
STATE OF ILLINOIS	ss:		Tico
person and acknowledged tha	y That STEVEN C. WILKINSON his subscribed to the forego	is wife, personally kr ing instrument, apper delivered the said ins	nd for the county and State nown to me to be the same ared before me this day in strument as their ase and waiver of the right
GIVEN under my hand ar	d Notarial Seal this 27th	November	A. D. 19 85.
DOC. NO.	, Filed for Record in the Recorder's	Office of	
	County, Illinois, on the	day of	A.D. 19
at oʻclock	m., and duly recorded in Box	ok of	Page

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UNIT NUMBER 8-2 IN FOX RUN MANOR HOMES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIZA, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27469146 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY) ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS AFFURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFGRESAID.

THIS MORTGAGE IS SUBJECT TO ALL ATTAINTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

CONTRACTOR and the second THE SECOND SECON - Tinti (1996) - Androp (1996) - Tinti (1997) - Androp (1997) - Briton Andro

FHA CONDOMINIUM RIDER TO MORTGAGE

PHA CASE NUMBER	131:419893-534
MORTGAGOR	Steven C. & Catherine A. Wilkinson
	· ·
PROPERTY	1844 C Fox Run
	Elk Grove Village, Il. 60007
UNIT NUMBER	8-2
70	
"The Regulatory Agreem to the Plan of Apartme recorded on 2-14-8 of Cook Smade part of this mort Regulatory Agreement by the option may declare this the whole of the indeb "As used herein, the the charges by the Associa	ent executed by the Association of Owner's as provided ablishing the condominium." ent executed by the Association of Owners and attached int Ownership (Master Deed of Enabling Declaration) in the Land Records of the County tate of Thinois , is incorporated in and gage (Deed of Trust). Upon default under the y the Association of Owners or by the mortgagor (grantor) as Federal Housing Commissioner, the Mortgage, at its a mortgage (Deed of Trust) in default and may declare tedness secured hereby to be due and payable." erm'assessments' except where it refers to assessments and tion of Owners, shall man assessments' by state agencies, districts or other public taxing or assessing
podies."	agencies, districts or other public taxing or assessing
Act, such Section and hereof shall govern th any provision of this mortgage and note whic	note be insured under Section 234(c) of the National Housing Regulations issued thereunder and in effect on the date e rights, duties and liabilities or the parties hereto, and or other instruments executed in conjection with this hare inconsistent with said Section of the National Housing hereby amended to conform thereto."
Steven carlle Mortgagor Steven C.	wilkinson Mortgagor Catherine A. Wilkinson
Deckelle.	1122172110011

DATE: November 27, 1985

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