

FWMC: #267481

# UNOFFICIAL COPY

## MORTGAGE

#131:4172312-203B

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

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 6th day of December, 1985, between CHARLES T. MILLER & JUNE M. MILLER, his wife, Mortgagor, and

FIRST WESTERN MORTGAGE CORPORATION  
a corporation organized and existing under the laws of THE STATE 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 TWO THOUSAND, TWO HUNDRED ELEVEN AND 00/100 Dollars (\$ 52,211.00)

payable with interest at the rate of ELEVEN AND A HALF PERCENT per centum ( 11.5% ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Palatine, Illinois 60067 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 SEVENTEEN AND 05/100 Dollars (\$ 517.05 ) on the first day of February, 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 January 1, 2016

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 129 IN OLYMPIA TERRACE UNIT NO. 5, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 32-08-333-006 Volume: 11

COMMONLY KNOWN AS: 165 Joyce Lane Chicago Heights, Illinois 60411

12.00

REC-9 AM 11:49 85314445

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.

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgage Letter 83-21) (9/83)

STATE OF ILLINOIS  
HUD-92116M (5-80)  
Revised (10/83)

VMP-4A (IL)

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32-08-333-006  
247502  
TTCOR 205742

85 314 445



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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 T. Miller [SEAL] June M. Miller [SEAL]  
CHARLES T. MILLER JUNE M. MILLER  
[SEAL] [SEAL]

STATE OF ILLINOIS

COUNTY OF Cook ss:

I, Ann M. Dobrinski, a notary public, in and for the county and State aforesaid, Do Hereby Certify That Charles T. Miller and June M. Miller, 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 6<sup>th</sup> day December, A. D. 19 85  
Ann M. Dobrinski  
12-5-87 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 \_\_\_\_\_

Prepared By: \_\_\_\_\_  
MAIL TO: FIRST WESTERN MORTGAGE CORPORATION  
540 North Court, Suite 200  
Palatine, Illinois 60067  
Attn: Pamela J. Mitchell

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Property of Cook County Clerk's Office

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## PARCEL 1:

Unit Number 220 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Sub-Lot "A" in Lot 3 in the First Resubdivision of part of Lot 1 in Village on the Lake Subdivision (Phase II) being a Subdivision of part of the South West 1/4 of Section 29 and part of the Northwest 1/4 of Section 32, all in Township 41 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded January 25, 1971 as Document No: 21380121 in Cook County, Illinois which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust No: 53436 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 21956371, together with an undivided 1.39 percent interest in said Parcel (excepting from said Parcel all the property and space comprising the Units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

## PARCEL 2:

Easement for the benefit of Parcel 1 as created by Declaration of Covenant for Village on the Lake Homeowners Association executed by Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated March 25, 1969 and known as Trust No: 53436 dated June 18, 1971 and recorded June 18, 1971 as Document No: 21517208 and as created by Deed made by Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated March 25, 1969 and known as Trust No: 53436 to Gerald F. Fitzgerald dated December 15, 1975 and recorded February 3, 1976 as Document No: 23379968 for ingress and egress over Lot 2 (except Sub-Lots "A", "B", and "C") in Village on the Lake Subdivision, being a Subdivision of part of the Southwest 1/4 of Section 29 and part of the Northwest 1/4 of Section 32, Township 41 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded January 25, 1971 as Document No: 21880121 in Cook County, Illinois.

Permanent Index No: 08-32-101-015-1038

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