Fra: #131:4172312-203B The forge is used in connection with margager 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 MORIGAGE 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 FIFTY TWO THOUSAND, TWO HUNDRED ELEVEN AND 00/100-----(\$ 52,211.00----) promissory note bearing even date herewith, in the principal sum of

32-08-333-006

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 witting, 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 sucher, paid, shall be due and payable on the first day of January 1, 2016

NOW, THEREFORE, he said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the pittormance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARFART unto the Mortgagee, its successors or assigns, the following described Real and the State of Estate situate, lying, and being in the county of Illinois, to wit:

IOT 129 IN OLYMPIA TERRACE UNIT NO. 5, A SUBDIVISION OF PART OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{2}$ OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL "LATIDIAN, IN COOK COUNTY, ILLINOIS.

32-08-333-0UF Permanent Tax Number:

Volume:

COMMONLY KNOWN AS: 165 Joyce Lane

Chicago Heights, Illinois

60411

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June 19 July 18 July 18

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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, it's, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenance; and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set torch, 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 that may impair the value intereot, 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 here-ises, or any lax 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 inin case of the recusal or negrect of the mortgagor to make such payments, or to satisfy any prior field of 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 properly 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, assessthat the mortgagee snatt not be required nor snatt it have the right to pay, discharge, or remove any tix, 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 properms under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgages Letter 63-21) (9/83)

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

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and do

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AND the said Mortgagor further covenants and agrees as follows

"Privilege is reserved to pay the debt, in whole or in part, on any installment

due date."

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 Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

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 Mortgagee) less sil 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 Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and All payments mentioned in the preceding subsection 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 Mortgager each month in a single payment to be applied by the Mortgagee to the following items in the order set forth;

(I) require the first of the security of the security of the paragraph and there have became the security of the security

(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 the 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 Mortgagee may collect a "late"charge" not to exceed four cents (4¢) 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 tot... 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 Mortgagoe for ground rents, taxes, and assessments, or insurance premiums, as the car 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, c. 'a urance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagoe any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, is exes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagoe with the provisions of the note secured becapy full payment of the entire shall tender to the Mortgagee, in occordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee 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 (4) of the preceding paragraph. If there shill 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 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 preceeding paragraph as a credit against the mount of principal then remaining unpaid vider said note.

AND, AS ADDITIONAL SECURITY for the pryment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and molits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision to payment of which has not been made hereinbefore.

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 prysible 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 instrad 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 mortgage) property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor mand to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of emizent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to be extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are nerroy assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it of account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secure, hereby not be eligible for Insurance under the National Housing Act within 60 days from the date he en written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, 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.

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 deliciency, during the full statutory periods to the indebted. demption, 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.

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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 tents, 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 THEKE HALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale hade 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 obstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorizer in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the rate 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 raid 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 pritten 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 shr, bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, succeisors, 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 cay and year first written.

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Charles :	rles T. In	:lle_	[SEAL] JUNE M. [SEAL]	el or. 177 MILLER	CSEAL SEAL
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free and vo	oluntary act for the us	es and purposes	therein set forth, in	ered the said inst cluding the relea	own to me to be the same sed before me this day in rument as their see and waiver of the right A. D. 19
	_			,	5/87 Notary Public
DOC. NO. Filed for Record in the Recorder's Office of					
		County, Illin	ois, on the	day of	A.D. 19
at	o'clock	m., and duly	y recorded in Book	of	Page
MAIL TO:	Prepared By: FIRST WESTERN M 540 North Court Palatine, Illin Attn: Pamela J	, Suite 200	ORATION		HUD-82116M (5-80)

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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 Oifice 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 5, 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

