ALLSTATE ENTERPRISES MORTGAGE CORPORATION ONE IMPERIAL PLACE SUITE 414 MORTGAGE LOMBARD, IL 60148

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

BOX 333-CA THIS INDENTURE, Made this

**DECEMBER** day of

19 85between

JAMES M HOPKINS, A BACHELOR --ALLSTATE ENTERPRISES MORTGAGE CORPORATION . Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF OHIO 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 SEVENTY THOUSAND THREE HUNDRED Dollars (\$70,300.00

ELEVEN AND A HALF %) per annum on the unpaid balpayable with interest at the rate of

ance until paid, and made payable to the order of the Mortgagee at its office in LINCOLNSHIRE

ILLINOIS or at such other place as the holder may designate in writing, and deliver-

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 Illinois, to wit:

UNIT 2-S-C-5 IN THE BUTTERCREE' CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN BUTTERCREEK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 07 SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIA, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27378976 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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× PIN:07-15-100-022-000 90 HOPEMAN ISTATES, ILL GUEY

TOGETHER with all and singular the tenements, hereditaments and ar purtenances 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, title; and interest of the said Mortander and the cold are size. 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 Illin in, 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 here-inafter 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 lo 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 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 taxy assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-

bayable.

of the premises hereinabove described.

ceding paragraph.

Housing and Urban Development dated subsequent to the SIXTIETH DAY time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Alortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately, due and THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within SIXIY WAYS. from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of a public use, the damages, proceeds, and the consideration for such acquisition; to the extentiof the full amount of indebtedness upon this Mortgage, and the Mortgage to be applied by it on account of the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness escured hereby, whether due or not. THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be carried in companies approved by the Mortgagee and the policies and renewals thereof to the Mortgagee. In event of loss floreagon will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor will give immediate notice by mail to the Mortgagee and how may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is her, oy authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager in Mortgagee in the following and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager in Mortgagee in the following and jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgager in Mortgagee in the indeptedness hereby secured or to the restoration or repair of the property damaged. In indeptedness secured hereby, all right, title and inferest of the mortgaged property in extinguishment of the indeptedness accured hereby, all right, title and inferest of the mortgaged property in extinguishment of the indeptedness secured hereby, all right, title and inferest of the mortgaged property in extinguishment of the inferedness for the preparation or the indeptedness or grantee.

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

AND AS ADDITIONAL SECUPITY for the payment of the indebtedness aforesaid the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use

subsection (a) of the preceding paragraph when the mongage and become outligated to pay to the provisions of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of this cubsection (b) of the preceding paragraph. If there shall perfectly or if the Mortgagee acquires the property of the property is otherwise after default, the Mortgagee shall apply, at the time (if the Mortgagee acquires the property of the proceeding paragraph as a credit against the amount of principal then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under agaid note and shall property adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

Any deficiency in the amount 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 Mortgagor may colified the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor payment payment is cover the extra constitute and the default under the payment will be accepted for the date of the preceding paragraph shall exceed the acceptance of the payments are sold of the Mortgagor under subsection (b) of the preceding paragraph shall be credited on a subsequent payments to be made by the Mortgagor under subsection, of the Mortgagor in the Mortgagor shall be credited on the Mortgagor shall payment of the Mortgagor shall be credited on the Mortgagor shall be credited on the Mortgagor shall be the deficiency, on the fore the date when payment of such exceptions of the more shall be credited on the foreign with the provisions of the more shall be deficiency, the Mortgagor shall tender to the Mortgagor shall be come due the following the Mortgagor shall be come does accured any payment of such the Mortgagor shall be the deficiency, on the fore the date when payment of such the deficiency, on the fore the date when payment of the Mortgagor shall be more secured and payable, the date when payment to the more specified to the Mortgagor shall be come obligated to pay to the Secreted shall, in computing the same shall be due.

If as any time the Cale when payment to the Mortgagor all payments made under the provisions of the Mortgagor shall shall, in computing the same shall be due.

(c) All favirents merciantents, and note the aggregate amount thereof shall payments to be made under the note secured hereby shall be those preceding subsections of this paragraph and all payments to be made under month a single payment to be applied by the Mortgager to the following items in the order set forth:

(g) preduce charge under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge under the contract of insurance premium), as the case may be;

(g) groun ready, taxes, special assessments, lire, and other hazard insurance premiums;

(g) groun ready in the order secured hereby; and

(g) mortgage in interest on he note secured hereby; and

(g) morting and order secured hereby; and

(g) morting into to the principal of the said note.

(b) A sum equal to the ground rents, if any, next due, the premiums that will next become due and payable on policies of tire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property, plus taxes and assessments next due on the mortgaged property, plus taxes and assessments and property of a sestimated by the Mortgagee) less all 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 a secsiments; and the secsiments; and the two preceding subsections of this paragraph and all nauments to be made under the

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(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Utban Development, as follows;

(i) If and so long as asid note of even dete and this instrument are insured or are reinsured under the provisions of the holder one (i) month prior to its due date the annual mortgage insurance premium, in order to provide such holder one (i) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to prior to its due date the annual mortgage insurance premium, in order to the National Housing Act, as amended, and applicable Regulations thereunder; or

(11) If and so long as asid note of even date and this instrument are held by the Secretary of Housing Act, Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twellth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without tuking into account delinquencies or prepayments;

(b) A sum equal to the ground tenies, if any, next due, plus the premiums that will next become due and payable on an equal to the ground tenies, if any, next due, plus the premiums that will next become due and payable on the number of the supplements. 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:

AND the said Mortgagor further covenants and agrees as follows:

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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 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 sun stall 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 rereclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party there by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or scie tors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and control upon the said premises under this mortgage, and all such expenses shall become so much additional indebted ress secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE NCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in presuance 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 eramination 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 agreement, herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written dimand 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 fortgagee.

IT IS EXPRESSLY AGREED that no extension of the lime 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.

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		LSEAL _	——————————————————————————————————————	[SEAL]
JAME	S M HOPKINS	[SEAL]		[SEAL]
			0	
STATE OF	ILLINOIS			7
COUNTY OF	DuFa	ss.		175.
. (	Down &	May 1		
I, C	Harabu Cartifu	That JAMES M HOPKINS, A BACI	tary public, in and HFINR	for the courty and State
and	o neicely centry			n to me to be the same
person whose	e name is	subscribed to the foregoing i	•	
	knowledged that	he signed, sealed, and deliv	ered the said instru	ment as hie
		uses and purposes therein set forth, in	ncluding the release	and waiver of the right
of homestead.	•		0.	
GIVEN u	nder my hand and	Notarial Seal this day	, silcimi	, A. D. 1981
		2020	Jean L	144
	Sm. UJ	4.3011	### J	Water Bullion
				Notary Public
DOC. NO.		Filed for Record in the Recorder's Off	ice of	
		County, Illinois, on the	day of	A.D. 19
at	o'clock	m., and duly recorded in Book	of	Page

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"THE MORTGAGOR FURTHER COVENANTS THAT HE WILL PAY HIS SHARE OF THE COMMON EXPENSES OR ASSESSMENT AND CHARGES BY THE ASSOCIATION OF OWNERS AS PROVIDED IN THE INSTRUMENTS ESTABLISHING THE PLANNED UNIT DEVELOPMENT."

"THE REGULATORY AGREEMENT EXECUTED BY THE ASSOCIATION OF OWNERS AND ATTACHED TO THE PLAN OF APARTMENT OWNERSHIP (MASTER DEED OR ENABLING DECLARATION) RECORDED ON DECEMber 20, 1984 IN THE LUND OF RECORDS OF THE COUNTY OF COOK IS INCORPORATED IN AND MADE A PART OF THIS MORTGAGE UPON DEFAULT UNDER THE REGULATORY AGREEMENT BY THE ASSOCIATION OF OWNERS OF P? THE MORTGAGOR (GRANTOR), AND UPON REQUEST BY THE FEDERAL HOUSING COMMISSIONER, THE MORTGAGEE AT ITS OPTION MAY DECLARE THIS MORTGAGE IN DEFAULT AND MAY DECLARE THE WHOLE OF THE INDEBTEDNESS SECURED HEREBY TO BE DUE AND PAYABLE."

"AS USED HEREIN, THE TENM 'ASSESSMENTS,' EXCEPT WHERE IT REFERS TO ASSESSMENTS AND CHARGES BY THE ASSOCIATION OF OWNERS, SHALL MEAN 'SPECIAL ASSESSMENTS'BY STATE OR LOCAL GOVERNMENTAL AGENCIES, DISTRICTS OR OTHER PUBLIC TAXING OR ASSESSING BODIES."

RIDER ATTACHED TO AND MADE PART OF THIS HORTGAGE DATED DECEMBER 4 1985.

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