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85332171

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 12TH day of  
PAMELA J. DITMARSEN MARRIED TO SCOTT C. DITMARSEN

DECEMBER, 19 85 between

, 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 NINE THOUSAND THREE HUNDRED FIFTY AND 00/100 (\$ 59,350.00 )

payable with interest at the rate of ELEVEN AND 00000/100000 per centum ( 11.000 %) 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 SIXTY FIVE AND 61/100 Dollars (\$ 565.61 ) on the first day of FEBRUARY, 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 JANUARY, 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:

S E E   L E G A L   R I D E R   A T T A C H E D

02-15-111-017

TAX IDENTIFICATION NUMBER: 02-15-111-005

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 encumbrance 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.

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

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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 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor; 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 such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor, 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 Mortgagor 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 Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagor 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.

Scott C. Ditmarsen [SEAL] Pamela J. Ditmarsen [SEAL]  
SCOTT C. DITMARSEN PAMELA J. DITMARSEN  
[SEAL] [SEAL]

STATE OF ILLINOIS

ss:

COUNTY OF COOK

I, THE UNDERSIGNED , a notary public, in and for the County and State aforesaid, Do hereby Certify That SCOTT C. DITMARSEN AND PAMELA J. DITMARSEN, HIS WIFE and personally known to me to be the same person whose name is 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.

85332171

GIVEN under my hand and Notarial Seal this 16th day December , A.D. 1985

Michelle Thomas  
Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

*M. Thomas*  
O'Clock

County, Illinois, on the day of A.D. 19

at

, and duly recorded in Book of

Page

TAX IDENTIFICATION NUMBER:

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 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 a breach of any other covenant or  
agreement herein stipulated, then the whole of said principal sum remaining unpaid together with  
interest thereon, shall, at the election of the Mortgagor, without notice, become immediately due and payable.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note for such acquisition, to be apportioned by it on account of the interest secured by the Mortgage, whether due or not.

All insurance shall be held by the Mortgagor and companies approved by the Mortgagor and the renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make prompt payment by Mortgagor, and each insurance company concerned is hereby authorized and directed to loss if not made promptly by Mortgagor, and to the Mortgagor instead of to the Mortgagor in case of loss or damage. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make prompt payment by Mortgagor, and each insurance company concerned is hereby authorized and directed to loss if not made promptly by Mortgagor, and to the Mortgagor in case of loss or damage.

**THAT HE WILL KEEP** the improvements now existing or hereafter erected in a the mortgaged property, in-  
sured at some time to time by the Mortgagee against losses by fire and other hazards, constitutes  
and continues in such amounts and for such periods as may be required by the Mortgagee and will pay promis-  
ed and contingent losses by fire and other hazards, and premiums on such insurance for payment of which has not yet been made before the

AND AS ADDITIONAL SECURITY for the payment of the indebtedness (hereinafter described) of which may hereafter become due for the use of the Mortgagor, heretofore described, and profits now due or which may hereafter become due for the use of the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the Mortgagor does hereby credit paragrahp.

Any deficiency in the amount of such aggregate monthly payments, unless made good by the mortgagee prior to the due date of the next monthly payment, will entitle the holder to receive double payment for each day it is delayed in handling delinquent payments.

(c) All players will become debt-inquent, such sums to be held by Mortgagor in trust to pay said Round Rents, Premiums, fees and special assessments; and

(d) Player's note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in summe payable in the preceding subsections of this Paragraph and the Secretery of the Building and Urban Development, or monthly charges under the contract of insurance with the following items in the order set forth:

(i) round rents (in lieu of mortgage insurance premium), as the case may be;

(ii) monthly charges under the contract of insurance with the Building and Urban Development, or monthly charges under the contract of insurance premium, as the case may be;

(iii) round rents (in the case of taxes, special assessments, etc., and other hazard insurance premiums);

(iv) amortization of the principal of the said note.

(a) An amount sufficient to provide the holder hereby set forth with funds to pay the next mortgage interest premium if this instrument and the note secured hereby are honored, or a monthly Development charge [in lieu of the mortgage interest premium] if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If an amount sufficient to provide the holder hereby set forth with funds to pay the next mortgage interest premium if this instrument and the note secured hereby are honored, or a monthly Development charge [in lieu of the mortgage interest premium] if they are held by the Secretary of Housing and Urban Development, as follows:

(ii) If and so long as said note of even date and this instrument are honored under the provisions of the National Housing Act, as amended, and applicable Regulations thereunder, or prior to its due date the sum of monthly premium payments to the holder on (i) month to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due in an equal amount due to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note com-

(iii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, as follows:

(a) A sum equal to the amount due before the month of issue to the holder hereby set forth with funds to pay the next mortgage interest premium if they are held by the Secretary of Housing and Urban Development, as follows:

(b) A sum equal to the amount due before the month of issue to the holder hereby set forth with funds to pay the next mortgage interest premium if they are held by the Secretary of Housing and Urban Development, as follows:

The said note is fully paid, the following sums: terms of the monthly payments of principal and interest payable under the

\* XXXXX

AND the said Mortgagee or further covenants and agrees as follows:

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## PARCEL 1:

UNIT 5 B2-1, IN DEER RUN CONDOMINIUM, PHASE 2, AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN VALLEY VIEW, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1983 AS DOCUMENT NUMBER 2653545491, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM RECORDED 7-24-85 AS DOCUMENT NUMBER 85116690 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

## PARCEL 2:

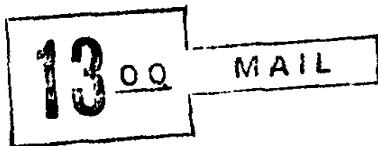
NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUTLOT "A" IN VALLEY VIEW SUBDIVISION AFORESAID, AS CREATED BY GRANT OF EASEMENT RECORDED 7-24-85 AS DOCUMENT NUMBER 85116689.

## PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF GARAGE SPACE G- B2-1, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 85116690.

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

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



DEPT-01 RECORDING \$13.25  
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