

85 338 657
UNOFFICIAL COPY
Mortgage

State of Illinois
CMC # 7517-7

FHA Case No.

1314221444 703

O.C. 204736 BX
, 1985, between

This Indenture, Made this 23rd day of December, 1985, between
Robert E. Jastrzembski, A Bachelor and Loretta M. Brown, A Spinster-----, Mortgagor, and
Crown Mortgage Co.,-----
a corporation organized and existing under the laws of the State of Illinois-----
Mortgagee.

Witnesseth: That wherens the Mortgagor is justly indebted to the Mortgaggee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Fifty Eight Thousand Two Hundred Fifty Dollars and No/100ths---

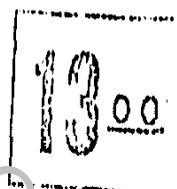
(\$ 58,250.00--). Eleven and Dollars
payable with interest at the rate of One Half per centum (11.50---%) per annum on the unpaid balance until paid, and made
payable to the order of the Mortgaggee at its office in Oak Lawn, Illinois
or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-
stallments of Five Hundred Seventy Six Dollars and 84/100ths----- Dollars (\$ 576.84----)
on the first day of February 1, 1986, and a like sum of 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, 1916.

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the perfor-
mance of the covenants and agreements herein contained, doth by these presents Mortgage and Warrant unto the Mortgaggee, 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 22 in Block 11 in Parkside, being a Subdivision of the Northeast 1/4 (except the
South 330 feet of the West 330 feet thereof) of Section 30, Township 36 North, Range
13 East of the Third Principal Meridian, Cook County, Illinois.

6521 Pine Point Drive, Tinley Park, Illinois 60477

Permanent real estate tax number: 28-30-200-038 Volume 34



Together with all and singular the tenements, hereditaments and appurtenances therunto 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 ap-
partenances and fixtures, unto the said Mortgaggee, 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 Mortgaggee,
as hereinabove 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 Mortgaggee in
such forms of insurance, and in such amounts, as may be re-
quired by the Mortgaggee.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide
for periodic Mortgage Insurance Premium payments.

UNOFFICIAL COPY

85 338 057

85338057

1985 DEC 26 AM 11:36
FILED FOR RECORD
COOK COUNTY, ILLINOIS

OAK LAWN, IL 11th Street

6131 West 95th Street

CROWN MORTGAGE CO., Inc.

THIS DOCUMENT WAS PREPARED BY SANDRA HALLER

RECORDED IN BOOK NO. 60453

ON DECEMBER 26, 1985

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COMMISSION EXPIRES: 11/15/86

Signed under my hand and Notarized Seal

Robert E. Jaszczymski, A Bachelor of Science

and Robert E. Jaszczymski, A Bachelor of Science

WITNESS, the hand and seal of the Mortgagor, the day and year first written,

in the year of our Lord one thousand nine hundred and eighty five, in the month of December.

I, Robert E. Jaszczymski, do hereby declare that the above instrument is true and correct to the best of my knowledge and belief.

In witness whereof, I have signed and affixed my name to the same this twenty-third day of December, in the year of our Lord one thousand nine hundred and eighty five.

ROBERT E. JASZCZYMSKI, A BACHELOR OF SCIENCE

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

Notary Public, in and for the County of Cook, Illinois

UNOFFICIAL COPY

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 payable 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 instead 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 mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and 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 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 secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it in account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **NINETY DAYS** days from the date hereof 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 **NINETY DAYS** days' time from the date of this 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.

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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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 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 any 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.

UNOFFICIAL COPY