

UNOFFICIAL COPY

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

84203266102384

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

MORTGAGE**86402384**

THIS INDENTURE, Made this 26TH day of AUGUST, 19 86 between

ALLYN DAVIS AND LA TONYA E. DAVIS, HIS WIFE

, Mortgagor, and

DRAPER AND KRAMER, INCORPORATED
 a corporation organized and existing under the laws of ILLINOIS
 Mortgagee.

12 00

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 EIGHTY THREE THOUSAND FOUR HUNDRED FIFTY FIVE AND 00/100 (\$ 83,455.00)

payable with interest at the rate of TEN AND 00000/100000 per centum (10.000 %) 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 SEVEN HUNDRED THIRTY TWO AND 74/100 (\$ 732.74) on the first day of OCTOBER, 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 SEPTEMBER, 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 678 IN WOODGATE GREEN UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 IN SECTION 17 AND PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
 FILED FOR RECORD

1986 SEP -9 PM 12: 54

86402384

TAX IDENTIFICATION NUMBER: 31-17-106-008 M/C

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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Property of Cook County Clerk's Office

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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.

Allyn Davis

[SEAL]

ALLYN DAVIS

La Tonya E. Davis

[SEAL]

LA TONYA E. DAVIS

[SEAL]

STATE OF ILLINOIS

ss:

COUNTY OF

I, THE UNDERSIGNED
aforesaid, Do Hereby Certify That
and
person whose name S ARE
subscribed to the foregoing instrument, 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.

, a notary public, in and for the county and State
ALLYN DAVIS AND LA TONYA E. DAVIS , HIS WIFE
, personally known to me to be the same

, 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

Notary app date: 3/29/88

29th day of August, A. D. 1986
John P. Davey
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

MAIL TO:

TAX IDENTIFICATION NUMBER:

THIS INSTRUMENT PREPARED BY:

JOHN P. DAVEY
DRAPER AND KRAMER, INCORPORATED
33 WEST MONROE STREET
CHICAGO , ILLINOIS 60603

BOX 333-CA

HUD-92116M (5-80)

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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 RELOCATE THIS MORTGAGEE, AND UPON THE FILING OF ANY BILL FOR THE LITIGATION OF THE MORTGAGEE, OR BILL IS FILED MAY AT ANY TIME THEREAFTER, WHETHER BEFORE OR AFTER SALE, AND WITHOUT NOTICE TO THE SAID MORTGAGEE, OR ANY PARTY CLAIMING UNDER SAID MORTGAGEE, AND WITHOUT REGARD TO THE SOLVENCY OR INSOLVENCY AT THE TIME OF SUCH APPLICATIONS FOR APPROPRIATION OF A RECEIVER, OR FOR AN ORDER TO PLACE MORTGAGEE IN POSSESSION OF THE PERSONS LIABLY FOR THE PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, AND WITHOUT REGARD TO THE VALUE OF SAID PROMISES OR AGREEMENTS OF THE SAME, SHALL THEN BE OWNED BY THE OWNER OF THE PROPERTY OF REDEMPTION, OR APPROPRIATIONS FOR RECEIVER, OR FOR AN ORDER TO PLACE MORTGAGEE IN POSSESSION OF THE PROMISES OF THE PERSONS LIABLY FOR THE PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, AND WITHOUT REGARD TO THE VALUE OF SAID PROMISES OR AGREEMENTS OF THE SAME, SHALL THEN BE OWNED BY THE OWNER OF THE PROPERTY OF REDEMPTION, OR BENEFIT OF THE MORTGAGEE WITH POWER TO COLLECT THE REVENUES, ISSUES, AND PROFITS OF THE SAID PROPERTY THE PENDENCY OF SUCH FORECLOSURE SUITS, AND SUCH OTHER JUDGMENTS, ASSETS, AND PROPERTIES WHEN COLLECTED MAY BE APPLIED TOWARD THE PAYMENT OF THE INDEBTEDNESS, COSTS, TAXES, AND SUCH EXPENSES AS ARE NECESSARY FOR THE PROTECTION AND PRESERVATION OF THE PROPERTY.

IN THE EVENT of default in making any monthly payment 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, hereinafter stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagor, become immediately due and payable.

THE MORITGAGE FURTHER AGREEMENT that this should be el-
igible for insurance under the National Housing Act within **6 MONTHS** from the date secured hereon (written state-
ment 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 **6 MONTHS**) from the date of the Secre-
tary of any office of the Department of Housing and Urban Development or authorized agent of the Secretary of
Housing and Urban Development to insure the mortgagor's failure to remit the mortgage insurance premium to the Department of Housing
and Urban Development.

THAT it 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 the extent of the full amount of principal, interest, and other charges due on the note.

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 payee clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment to such loss directly to the Mortgagee and any attorney fees or expenses incurred in collecting the same shall be paid by the Mortgagee. In event of loss Mortgagee will pay all legal expenses in connection with the collection of the same.

Any deficiency in the amount of any such aggregate payment made good by the Mortgagee prior to the date of the commencement of any such monthly payment shall, unless made good by the Mortgagee prior to the date of the commencement of any such monthly payment, constitute an event of default under this mortgagee. The Mortgagee may call, demand payment of the debt due or exceed four cents (\$4) for each day that an additional payment is due.

(1) Interpolation of the noise spectrum of the received speech and noise.

(1) Ground metals in fluxes, special assemblies, etc., are ordered in the following items in the order of their toxicity:

every step shall be added together and the aggregate amount thereof shall be paid by the mortgagor in one single monthly payment.

(exes and spec'd access methods), the user can choose to have the system generate a program that will do this for him.

number of months will become deliberate - such months prior to the date when such ground rents, premiums, taxes and assessments will become payable.

on the more segregated property. In all cases, the more segregated property is owned by the Mortgagee.

(a) A sum equal to the ground rents, if any, next due, plus the premium that will become due and payable on

aid note is fully paid, the following sums:

of the people secured hereby, the Mortgagor will pay to the Mortgagor, the principal and interest payable under the terms of each note.

Digitized by srujanika@gmail.com

-Любимые места для отдыха и туризма в Краснодарском крае

10. *Leucosia* (L.) *leucostoma* (L.) *var.* *leucostoma*

AND the said Mortgagor further covenants and agrees as follows: