

1432317/70-65-898 D/B Salome

State of Illinois

FML
00464798

UNOFFICIAL COPY

86412584

HA Case No. 5130 4813354 534C

This Indenture, Made this 10TH day of SEPTEMBER, 19 86, between JOAN C. J. SMITH, A SPINSTER

COMMONWEALTH MORTGAGE CORPORATION OF AMERICA
a corporation organized and existing under the laws of FLORIDA
Mortgagee.

14.00

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 THIRTY THOUSAND AND 00/100

(\$ 30 000 00) Dollars

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 WESTFIELD, NEW JERSEY 07091 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 TWO HUNDRED SIXTY THREE AND 28/100 Dollars (\$ 263 28) on the first day of NOVEMBER, 19 86, 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 OCTOBER, 20 16.

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:

UNIT 13 104 IN RIVER TRAILS CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26873891 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILL

PREPARED BY JOY FINLAYSON
COMMONWEALTH MORTGAGE CORPORATION OF AMERICA
5005 NEWPORT DR.
ROLLING MEADOWS, ILLINOIS 60008

86412584

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

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

thereof; and all in, or that may aid premises.

Tb
tenant
foreve
benefit
of Illi
exprei
TAX I.D. #'s 03-24-202-035-0000; 03-24-202-036-000; 03-24-202-037-0000

86412584 037-1004

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

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.

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.

86412584

RETURN TO
COMMONWEALTH MORTGAGE CORP OF AMERICA
5005 NEWPORT DRIVE #400
ROLLING MEADOWS, ILLINOIS 60008

BOX 333-BV

B

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 _____

Notary Public

Shirley A. Clark

A.D. 1986

3/18/90
commission expires

Given under my hand and Notarial Seal this _____ day of _____ A.D. 1986

person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

THE UNDERSIGNED
JOAN C. J. SMITH A SPINSTER

I, a notary public, in and for the county and State aforesaid, Do Hereby Certify That

State of Illinois
County Of Cook
)
)
)

(SEAL)

(SEAL)

Joan C. J. Smith
JOAN C. J. SMITH
(SEAL)

(SEAL)

Witness the hand and seal of the Notary, the day and year first written.

86412584

1986 SEP 12 PM 3:40

COOK COUNTY, ILLINOIS
FILED FOR RECORD

State of Illinois

FMIL

00464798

86412584

Mortgage

FHA Case No.

5138 4813354 534C

8 6 4 1 2

This Indenture, Made this 10TH day of SEPTEMBER, 19 86, between JOAN C J SMITH, A

SPINSTER

COMMONWEALTH MORTGAGE CORPORATION OF AMERICA

FLORIDA



Wherein the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of THIRTY THOUSAND AND 00/100

payable with interest at the rate of TEN AND 0000/100000

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

WESTFIELD, NEW JERSEY 07091

in writing, and delivered, the said principal and interest being payable in monthly installments of TWO HUNDRED SIXTY THREE

AND 28/100

NOVEMBER, 19 86

and a like sum of the first day of each and every month thereafter, until the first day of

performance of the following is, the following Illinois, to wit:

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PROPERTY ADDRESS: 876 CIDER LANE #104 PROSPECT HEIGHTS, ILLINOIS

TAX I. D. # 03 24 202 035V0L233

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 Mortgagee in and to said premises.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, his 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 Mortgagee does hereby expressly release and waive.
And said Mortgagee 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 or mechanics lien or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, 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 situated, upon the Mortgagee 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.

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Previous Editions Obsolete 78130

HUD-92116M (10-85 Edition) 24 CFR 203.17(n)

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.

86412584

1432317/70-65-898 D/B

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 SEP 12 PM 3:40

86412584

Witness the hand and seal of the Mortgagor, the day and year first written.

(SEAL) Joan C. J. Smith (SEAL)
JOAN C. J. SMITH

(SEAL) _____ (SEAL)

State of Illinois ~~Ill~~
County Of Cook

I, **THE UNDERSIGNED** JOAN C. J. SMITH, A SPINSTER, notary public, in and for the county and State aforesaid, Do Hereby Certify That
person, whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that SHE signed, sealed, and delivered the said instrument as HER 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 10th day of September, A.D. 1986
commission expires
3/18/90
Shereen P. Crane
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 _____

RETURN TO
COMMONWEALTH MORTGAGE CORP OF AMERICA
5005 NEWPORT DRIVE #400
ROLLING MEADOWS, ILLINOIS 60008

BOX 333-EV
B

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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 for payment of which has not been made herebefore.

And an additional security for the payment of the indebtedness aforesaid the mortgagee 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 premises hereinabove described.

(a) of the preceding paragraph. (b) of the preceding paragraph. (c) of the preceding paragraph. (d) of the preceding paragraph. (e) of the preceding paragraph. (f) of the preceding paragraph. (g) of the preceding paragraph. (h) of the preceding paragraph. (i) of the preceding paragraph. (j) of the preceding paragraph. (k) of the preceding paragraph. (l) of the preceding paragraph. (m) of the preceding paragraph. (n) of the preceding paragraph. (o) of the preceding paragraph. (p) of the preceding paragraph. (q) of the preceding paragraph. (r) of the preceding paragraph. (s) of the preceding paragraph. (t) of the preceding paragraph. (u) of the preceding paragraph. (v) of the preceding paragraph. (w) of the preceding paragraph. (x) of the preceding paragraph. (y) of the preceding paragraph. (z) of the preceding paragraph.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the mortgagee 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.

- (V) late charges.
(VI) amortization of the principal of the said note; and
(VII) interest on the note secured hereby;
(VIII) interest on the note secured hereby;
(IX) ground rents, if any, taxes, special assessments, fire and other mortgage insurance premium, as the case may be;
(X) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of premium, when due, and may make such repairs to the property herein repaired, the mortgagee may pay such taxes, assessments, and insurance payments, or to 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 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 mortgagee.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall

(b) 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 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 special assessments; and

(1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(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 Urban Development, as follows;

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the mortgagee will pay to the mortgagee, on the first day of each month until the said note is fully paid, the following sum:

And the said mortgagee, its other agents and assigns as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

It is expressly provided, however (all other provisions of this Mortgage notwithstanding), that the mortgagee shall not be required to exercise its right to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the mortgagee 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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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 on 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 **SIXTY** 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 **SIXTY** 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 the 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 Mortgagee.

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 (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.

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