

# UNOFFICIAL COPY

86414403  
86414403

State of Illinois

## Mortgage

275344

FHA Case No.

131-4269474-248

This Indenture, made this 10TH day of SEPTEMBER 19 86, between ROLAND W. VULETICH AND MARGARET A. VULETICH, HUSBAND AND WIFE, Mortgagor, and MORTGAGE CORRESPONDENTS OF ILLINOIS, INC., a corporation organized and existing under the laws of THE STATE 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 THIRTY SIX THOUSAND FIVE HUNDRED AND NO/100--- payable with interest at the rate of NINE per centum ( 9.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in 345 GEORGETOWN SQUARE - SUITE 219, WOOD DALE, ILLINOIS 60191, 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

THREE HUNDRED SEVENTY AND 21/100--- Dollars (\$ 370.21 ) on NOVEMBER 1 , 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 OCTOBER 20 01 .

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 Mortgagor, 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 12 (EXCEPT THE NORTHWESTERLY 30 FEET THEREOF) AND THE NORTHWESTERLY 10 FEET OF LOT 13 IN BLOCK 11 IN THE FIRST ADDITION TO PERCY WILSON'S WASHINGTON PARK SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY OF THE CHICAGO INTER-URBAN TRACTION COMPANY AND EXCEPT 2 LOTS DESIGNATED ON THE PLAT OF SAID SUBDIVISION RECORDED JULY 17, 1927 AS DOCUMENT NUMBER 9716921 IN COOK COUNTY, ILLINOIS.

29-20-410-042 F.A.  
COMMONLY KNOWN AS:  
307 GENEVA  
HARVEY, ILLINOIS 60426

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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (l)) in accordance with the regulations for those programs.

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13 00 MAIL

RECORD AND RETURN TO:  
MORTGAGE CORRESPONDENCE OF ILLINOIS, INC.  
345 GEORGETOWN SQUARE - SUITE 219  
WOOD DALE, ILLINOIS 60191  
RECORD-01 REC'D QTRW 144400  
THUR 1444 TRN 4277 09/15/86 14:44:00  
#5001 # ID # - B6 - 144403  
COOK COUNTY RECORDER  
DEPT-01 REC'D QTRW \$13.25



County, Illinois, on the  
day of 28, A.D. 1919

Filed for Record in the Recorder's Office of

at o'clock

Doc. No.

Given under my hand and Notarial Seal this

10 Oct 1986 A.D. September day

I, The Undersigned, a Notary Public, in and for the County and State  
aforesaid, Do hereby Certify That ROLAND W. VULFTEICH  
and MARGARET A. VULFTEICH  
his wife, personally known to me to be the same  
person whose name ARB  
subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that THEY  
signed, sealed, and delivered the said instrument as THIER  
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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State of Illinois

364 NCE

[SEAL] [SEAL]

[SEAL] \_\_\_\_\_ [SEAL] \_\_\_\_\_

MARGARET A. VOLLETICH/HIS WIFE

**MAILED** **SEARCHED** **INDEXED** **SERIALIZED**

HOLAND W. VULETTICH [SEAL] [SEAL]

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

Witnesses the hand and seal of the Mortagator, the day and year first written.

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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 90 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 90 days 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. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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 be then 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.

An 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 advance are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the Mortgagor shall pay said note at the time and in the manner aforesaid and shall at the same time 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. Whenever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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That HE WILL KEEP THE IMPROVEMENTS NOW EXISTING OR HEREAFTER RECEIVED 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 FOR SUCH AMOUNTS AS HAVE BEEN MADE HEREBEFORE. 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 FORM IMMEDIATE NOTICE BY MAIL TO THE MORTGAGEE, WHO MAY MAKE PROOF

any sum which the Mortgagor shall tender to the Mortgagée, in accor-  
dant with the provisions of the note secured hereby, until payment  
of all the entire indebtedness represented thereby, the Mortgagée shall  
in compulsion, at the amount of such indebtedness, credit to the ac-  
count of the Mortgagor any balance remaining in the funds ac-  
cumulated under the provisions of subsection (a) of the preceding  
paragraph. If there shall be a default under any of the provisions  
of this mortgage relating to a public sale of the provisions covered  
hereby, or if the Mortgagor acquires the property otherwise after  
default, the Mortgagée shall apply, at the time of the commencement  
of such proceedings, to all the funds accumulated  
accrued, the balance then owing in the funds accumulated  
under subsection (a) of the preceding paragraph as a credit against  
the amount of principal then remaining unpaid under said note.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under subsections (a), (b) and (c) of the preceding paragraph such as may be made by the Mortgagor, if the loan is current, at the option of the Mortgagor, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If the deficiency is not paid by the Mortgagor, the trustee shall have the power to sell the property covered by the mortgage to pay the deficiency, and the proceeds of such sale shall be applied first to the payment of the deficiency, and the balance to the payment of the ground rents, taxes, and assessments, or insurance premiums, as the case may be.

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 Mortgagee may collect a "late charge" for each day in arrears, to cover the extra expense involved in handling delinquent payments.

(ii) ground rents, if any, taxes, special assessments, fire, and other hazards and insurable premiums;

(iii) interest on the note secured hereby;

(iv) all charges of the principal of the said note; and

(ii) All payments mentioned in the preceding sub-section of this paragraph shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to the Mortgagee to the following items in the order set forth:

ments will become delineated, such sums to be held by mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

estimated by the Mortgagee less all sums already paid therefore divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assess-

(a) 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

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:

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

It is expressly provided, however (all other provisions of this notwithstanding to the contrary notwithstanding), that the Moratorium 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 against the individualized hereon, so long as the Mortgagee shall, in good faith, consent the same or the validity thereof by appropriate legal process to prevent the collection of the tax, assessment, or lien so contracted and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

In case of the refusal or neglect of the Mortgagor to make such assignments, or to satisfy any prior lien or claim 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 his discretion it may deem necessary for the proper preservation thereof, and any monies so paid or expended shall become so much additional in-debtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

men to attach to said premises; to pay to the Mortgagor, as  
security after provided, until said note is fully paid, ((1)) a sum suffi-  
cient to pay all taxes and assessments on said premises, or any tax  
assessment that may be levied by authority of the State of Illi-  
nois, or of the County, Town, village, or city in which the said  
and is situated, 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 in-  
debtedness, insured for the value of the Mortgagor in such forms  
as may be required by the insurance, and in such amounts, as may be required by the

To keep said premises in good repair, and not to do, or permit to do, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; nor to suffer any loss or mechanical men or material.