

# UNOFFICIAL COPY

## MORTGAGE

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131:4482177-703  
4324  
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 5TH day of SEPTEMBER, 1986, between

DARLENE F. BURDICK, A SPINSTER AND VALENCIA M. VALLEJO, A SPINSTER, Mortagor, and  
MIDWEST FUNDING CORPORATION

a corporation organized and existing under the laws of THE STATE OF ILLINOIS,  
Mortgagee.

WITNESSETH: That whereas the Mortagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY SEVEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 Dollars (\$77,850.00) payable with interest at the rate of NINE AND ONE HALF per centum (9.50%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in OWNERS GROVE, 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 SIX HUNDRED FIFTY FOUR AND 61/100 Dollars (\$654.61) on the first day of NOVEMBER, 1986, 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, 2016.

NOW, THEREFORE, the said Mortagor, 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 into 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: an acre of ground containing 43,560 square feet, more or less, bounded on the west by the public right-of-way running north and south through the tract, on the east by the public right-of-way running north and south, on the north by the public right-of-way running east and west, and on the south by the public right-of-way running east and west, all of which is described as follows: THE NORTH 24 FEET OF LOT 23 AND ALL OF LOTS 24 AND 25 TAKEN AS A TRACT (EXCEPT THE EAST 155 FEET THEREOF) IN BLOCK #3 IN NORWOOD PARK IN SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. THE RIDER TO STATE OF ILLINOIS MORTGAGE HUD 92116M (5=80) ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

IN WITNESS WHEREOF, THIS DOCUMENT WAS PREPARED BY KAREN BRONZE

10-31-405-C-11 MAILED  
1020 31ST STREET, SUITE 401  
OWNERS GROVE, ILLINOIS 60515  
(6735 W. ALTON RD.)

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 Mortagor 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 Mortagor 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 hereininafter 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 Mortagor 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 Mortagor 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 Mortagor.

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 of the improvements situated thereon, so long as the Mortagor 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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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, su 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.

*Darlene F. Burdick* [SEAL] *Valencia M. Vallejo* [SEAL]  
DARLENE F. BURDICK VALENCIA M. VALLEJO  
[SEAL] [SEAL]

STATE OF ILLINOIS

COUNTY OF *COOK*

s.s.

I, THE UNDERSIGNED-----, a notary public, in and for the county and State aforesaid, Do Herby Certify That DARLENE F. BURDICK, A SPINSTER----- and VALENCIA M. VALLEJO, A SPINSTER-----, personally known to me to be the same person whose names 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.

GIVEN under my hand and Notarial Seal this

5th day *Appenber* A. D. 19 *80*  
*Marilyn - Sander* *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

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July, 1970, following previous discussions with the Board of Education, the Board of Education, by resolution dated July 2, 1970, accepted the resignation of Dr. Josephine E. Johnson, Superintendent of Schools, and appointed Dr. Charles W. Jackson as Superintendent of Schools.

Dr. Charles W. Jackson was born in Chicago, Illinois, on June 25, 1918. He attended the University of Illinois at Urbana-Champaign, where he received his Bachelor's degree in Education, and the University of Illinois at Chicago, where he received his Master's degree in Education. Dr. Jackson has taught in several schools and has conducted research and teaching activities in the field of education. He has also served as an administrator in several school systems throughout the United States. Dr. Jackson has been a member of the National Education Association and the Illinois State Education Association.

Dr. Jackson has been involved in the field of education since 1941. He has taught in several schools and has conducted research and teaching activities in the field of education. He has also served as an administrator in several school systems throughout the United States. Dr. Jackson has been a member of the National Education Association and the Illinois State Education Association.

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COURT OF APPEALS  
CASE NO.

STATE OF ILLINOIS

COURT OF APPEALS

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APR 19 1971

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FHA Case No. 131:4482177 703  
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## RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between DARLENE E. BURDICK, A SPINSTER AND VALENCIA M. VALLEJO, A SPINSTER-----Mortgagor, and MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION-----Mortgagee, dated SEPTEMBER 5, 1986, revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

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:

- (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 (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
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
  - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (II) interest on the note secured hereby; and
  - (III) amortization of principal of the said note.

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" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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 Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, or 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 Mortgagee 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 at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note, secured hereby, a full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining 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.

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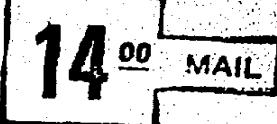
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2. On Page 2, the penultimate paragraph is amended to add the following sentence:  
This option may not be exercised by the Mortgagee when the  
ineligibility for insurance under the National Housing Act  
is due to the Mortgagee's failure to remit the mortgage  
insurance premium to the Department of Housing and Urban  
Development.  
Dated as of the date of the mortgage referred to herein.

Darlene F. Burdick  
Mortgagor DARLENE F. BURDICK

Valencia M. Vallejo  
Mortgagor VALENCEA M. VALLEJO

DEPT-61 RECORDING \$14.25  
T#4444 TRAN 0275 09/15/86 14:24:00  
#922, # D - 86-414324  
COOK COUNTY RECORDER



PSC/MR