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86133165

3 6 4 3 3 1 6 5

Loan # 025891545

State of Illinois

Mortgage

FHA Case No.:

131: 467 6797 703B

This Indenture, Made this 19th day of September , 19 86 between
MICHAEL J. SCHULER and CATHARINE J. SCHULER, His Wife , Mortgagor, and
Midwest Funding Corporation a corporation organized and existing under the laws of the State of Illinois
Mortgagor.

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 and NO/100 Dollars (\$ 83,000.00)

payable with interest at the rate of Nine and one half per centum (9.50000 % per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DOWNTON 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 ninety-seven and 91/100 Dollars (\$ 697.91)

on November , 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 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:

LOT 8 IN BLOCK 162 IN HIGHLANDS AT HOFFMAN ESTATES XIII BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF FRACTIONAL SECTION 4, TOGETHER WITH PART OF THE NORTHEAST 1/4 OF SECTION 9, AND PART OF THE NORTHWEST 1/4 OF SECTION 10, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Item # 07-04-205-025: *by*

Also known as 580 LAFAYETTE LANE, HOFFMAN ESTATES

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.

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.

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00 MAIL



PREPARED BY: BEV BRANSON
1020 31ST STREET, SUITE 401
DEPT-A1 RECORDING CO., INC.
142222 TRAN 0280 09/24/86 10:18:00
COOK COUNTY RECORDER
POWERS GROVE, ILLINOIS 60515
44936 4 B # -86-433165
S13.25

Property of Cook County Clerk's Office

Page _____ of _____

County, Illinois, on the _____ day of _____ A.D. 19_____

Filed for Record in the Recorder's Office of _____

My County Attorney's Office, IL, 1989

Notary Public

DOC. NO.

COOK

September , A.D. 19 86

Clerk under my hand and Notarized Seal this

I, MICHAEL J. SCHULER, HIS WIFE, CATHERINE J. SCHULER, do hereby certify that MICHAEL J. SCHULER, person whose name is ARTHUR, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged thereto set forth, including the release and waiver of the right of homestead, this day, signed, sealed, and delivered the said instrument in free and voluntary act for the uses and purposes of the parties, his wife, personally known to me to be the same and personally delivered before me this day in the presence of the subscriber, and acknowledged by him to be his true signature.

County of COOK

State of Illinois

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

88 433165

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

MICHAEL J. SCHULER

CATHERINE J. SCHULER

X Michael J. Schuluer

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In case of the refusal or neglect of the Mortgagor to make such 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 Mortgagess 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 Mortgagor 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.

And the said Mortgagor further covenants and agrees as follows:

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

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:

XXI. The Secretary of Housing and Urban Development shall make available to the Secretary of Health, Education, and Welfare sufficient funds to meet the cost of the program of medical insurance for the aged under the provisions of Title XVIII of the Social Security Act, as amended, for the period from January 1, 1966, through December 31, 1967, and so long as said funds remain unexpended. The amount of such funds shall be determined by the Secretary of Health, Education, and Welfare in accordance with the provisions of section 1862 of Title XVIII of the Social Security Act, as amended, and shall be paid to the Secretary of Health, Education, and Welfare in two equal installments, one during each half of the fiscal year.

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

b (ix) 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 apiled by the Mortgagee to the following items in the order set forth:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT, OR MONTHLY
CHARGE FOR LEVY OR CHARGES AGAINST PRESENTLY, OR AND VARIOUS
RENTS.

- I (X) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - II (X) interest on the note secured hereby;
 - III (X) amortization of the principal of the said note; and
 - IV (X) late charges.

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 (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.

If the total of the payments made by the Mortgagor under subsection ~~7(X)~~ 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, 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 ~~8(X)~~ 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, 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 all payments made under the provisions of subsection (a) of the preceding paragraph ~~which have been made by the Mortgagor to the Mortgagee in payment of the principal sum and interest due thereon~~. 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 ~~7(X)~~ of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note ~~and if the principal amount so paid exceeds the amount due thereon under subsection 7(a) of the preceding paragraph,~~

And as additional security for the payment of the indebtedness aforesaid the Mortgagor 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.

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 hereinbefore.

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The convenants herein contained shall bind, and the beneficiaries and descendants of the parties hereto, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto, and whenever used, the singular number shall include the plural, the singular the plural, and the masculine gender shall include the feminine.

[It is expressly agreed that no extension of the time for payment
of the debt hereby secured by the Mortgagor shall operate to release, in
any manner, the original liability of the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner
prescribed and shall abide by, completely, and duly perform all
the covenants and agreements herein, then this conveyance shall
become null and void and Mortgagee will, within thirty (30) days after
written demand therefor by Mortgagor, receive a release of
benefits of all statutes or laws which require the earlier execution
or delivery of such release or satisfaction by Mortgagor.

Wherever 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 such insurance as may be due on the said
assessments as may be due on the back taxes and
maintain such amounts as shall have been re-
quired by the Mortgagor; lease the said premises to the Mortgagor.
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assessments as may be due on the back taxes and
maintain such amounts as shall have been re-
quired by the Mortgagor; lease the said premises to the Mortgagor.

costs, taxes, insurance, and other items necessary for the project.

And in the event that the whole of said debt is declared to be due, the Mortgagor shall have the right, if 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 of insolvent or the person or persons liable for the payment of the indemnities secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgage 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 Mortgage in possess- sion of the premises, or appoint a receiver for the benefit of the Moritgagee with power to collect the rents, issues, and profits of the said premises during the period 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.

In the event of default in making any monthly payment pro-
vided for herein and in the note secured hereby for a period of
thirty (30) days after the due date hereof, or in case of a breach
of any other covenant or agreement herein stipulated, when the
whole of said principal sum remaining unpaid to the Master Agg-
ecuted interest thereon, shall, at the election of the Master Agg-
ecutor, now or hereinafter, become immediately due and payable.

All insurance shall be carried in companies approved by the Mortgage and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagor, 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 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 of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinction 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.