

# UNOFFICIAL COPY

State of Illinois

86460495 Mortgage

811-597-3

FHA Case No.

PLATE

131-467-5409 734

This Indenture, Made this 24th day of September, 1986, between

Carol A. LaFleur, Widow  
CenTrust Mortgage Corporation  
a corporation organized and existing under the laws of the State of California  
Mortgagor,  
and  
L  
200058-C2 Thomas J. O'Conor  
RECORDED  
131-467-5409 734  
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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 FORTY FOUR THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS-----

(\$ 44,800.00) Dollars payable with interest at the rate of ten---- per centum ( 10.0----%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 350 S.W. 12th Avenue, Deerfield Beach, FL 33442 ----- 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 NINETY THREE DOLLARS AND FIFTEEN CENTS----- Dollars (\$ 393.15-----) on the first day of November 1986, 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, 1986

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, doth 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 NO. 1-9-20-R-0-1 IN LEXINGTON LANE COACH HOUSES CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND, BEING A PART OF LEXINGTON LANE, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NO. 24370, RECORDED DECEMBER 16, 1981 AS DOCUMENT NO. 26087405 IN COOK COUNTY, ILLINOIS.

TAX # 07-20-401-045-151

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 hereinabove 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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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.

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:

(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:

(I) 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

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth ( $1/12$ ) of one-half ( $1/2$ ) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(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

(c) 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 apied by the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (III) interest on the note secured hereby;
- (IV) amortization of the principal of the said note; and
- (V) 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 ( $4\text{¢}$ ) 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 (b) 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 (b) 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 transfer 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 the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) 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 (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (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 conveniences between continental countries should bind, and the benefits and advantages shall induce, to the respective states, executors, executors, successors, and administrators, to the escape of their inheritance, and the inheritance of the state.

If a taxpayer agrees with the examination of his claim for payment or the deficiency secured by the collector, he may make a written offer to pay the amount in full or in part, or he may file a protest.

If a Mortgagor fails to pay such sum as is due at the time and in the manner  
agreed and shall abide by, comply with, and duly perform all  
the covenants and agreements herein made, the Lender  
be entitled and have aforesaid right, requiring the  
benefit of all the rights which render the earlier execution  
or delivery of such release or substitution by Mortgagor.

And in case of foreclosure of a mortgage by a court of law, or equity, a reasonable sum shall be allowed in any court of law, or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographer's fees of the complainant in such cases of foreclosure of a mortgage by a court of law, or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographer's fees of the complainant in any court of law, or equity, a reasonable sum shall be allowed for the cost of a suit of any other suit, or legal proceedings, wherein the mortgagee shall be made a party thereto by reason of such foreclosure, and in case of any other suit, or legal proceedings, wherein the mortgagee shall be made a party thereto by reason of such foreclosure, and the costs and expenses, and the reasonable fees and charges of the attorney or solicitors of the mortgagor, so made parties, for services in such suit or pro- cedings, 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 court of law, or equity, this mortgagee.

Whenever the said Mordragage 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 in subsequent mortgagor, the said Mordragage, 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 instruments in such amounts as shall have been required by the Mortgagor; cause the said premises to the Motor-  
bagger 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 expand itself such authority as are reasonably necessary to carry out the provisions of this paragraph.

costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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 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  
crued interest thereon, shall, at the election of the holder  
without notice, become immediately due and payable.

National Housing Act within  
the same period, he may be eligible for subsidies under the  
National Housing Act within  
the date of any officer of the Department of  
Housing and Urban Development or authorized agent of the  
Department of any officer of the  
Secretary of Housing and Urban Development from date of issuance  
to the date of the  
Secretary of Housing and Urban Development dated subsistence  
days, time from the date of issuance  
declining to insure valid note and this mortgage, being deemed  
conclusively proof of such insurability, the original issue or the  
holder of the note may, at his option, declare all sums accrued  
hereby immediately due and payable.

The Mortgagor further agrees that she should take mortgage and  
indebtedness secured hereby, whether due or not,  
for which to the Mortgagor to the Mortgagee and shall be paid  
as distinguished by the Note secured hereby, emanating unpaid, are hereby  
made, and the Note shall be paid upon this Mortgagor.