

# UNOFFICIAL COPY

## MORTGAGE

This form is used in connection with mortgages insured under the one to four family provisions of the National Housing Act.

86463762

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between  
DARLYNE WOODSON, A SPINSTER AND CLINTON H. DYKES, A BACHELOR

MANUFACTURERS HANOVER MORTGAGE CORPORATION  
a corporation organized and existing under the laws of DELAWARE  
Mortgagee

Mortgagor, and  
**12.00**

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 ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED TWENTY EIGHT AND 00/100-----Dollars (\$ 130,528.00)

payable with interest at the rate of TEN AND 000/1000 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 FARMINGTON HILLS, MICHIGAN 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 ONE THOUSAND ONE HUNDRED FORTY FIVE AND 48/100-----Dollars (\$ 1,145.18 ) 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 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 THIRTY ONE (31) IN LYNWOOD TERRACE UNIT NUMBER FIVE (5), BEING A SUBDIVISION OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION SEVEN (7), TOWNSHIP THIRTY FIVE (35) NORTH, RANGE FIFTEEN (15), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 OCT -8 A 10:23

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RE:

19713 TERRACE LYNWOOD IL 60411

#33-07-112-010-0000

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, the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

1. 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 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.

2. To pay at the time and in full of the Mortgagee for the said such payments, or to satisfy any prior lien or indebtedness other than that to taxes, assessments, and insurance, and to keep said premises in good repair, the said 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 monies 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.

3. It is expressly provided, however, that 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 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.

STATE OF ILLINOIS  
HUD-92116M (5-80)

#831610 New 7067 524/77

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HUD 92116M (5-80)

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-  
by for a period of thirty (30) days after the 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 in-  
terest thereon, shall, at the election of the mortgagee, without notice, or other demand, be immediately due and payable.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-  
gible for insurance under the National Housing Act within 90 DAYS from the date hereof (written state-  
ment 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 DAY 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.

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 Mort-  
gagor to the Mortgagee and shall be paid forthwith to the Mortgagee, whether due or not.

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 Mortgagee will give immediate notice by mail to the Mortgagee who may make  
proof of loss if not made promptly by Mortgagee, and each insurance company concerned as hereby authorized and  
directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee  
jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the  
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 Mortgagee in and to any insurance policy then  
in force shall pass to the purchaser or grantee.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in-  
sured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, in-  
jury, when due, any premiums on such insurance provision for payment of which has not been made heretofore.

AND AS 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.

If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured  
hereby, full payment of the entire indebtedness reported thereby, the Mortgagee shall, in computing the  
amount of such indebtedness, credit to the account of the Mortgagee 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  
at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under sub-  
section (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 pre-  
ceding paragraph.

IF THE TOTAL of the payments made by the Mortgagee 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 Mortgagee, shall be credited on  
subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments  
made by the Mortgagee under subsection (b) of the preceding paragraph shall not be sufficient to pay ground  
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Handwritten initials and signature

AND THE SAID MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

# UNOFFICIAL COPY

AND IN THE EVENT That the whole of said debt is to be paid, 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 Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, 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 Mortgagee 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, 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 Mortgagee 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 Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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 Mortgagee, the day and year first written.

Darlyne Woodson [SEAL] Clinton M. Dykes [SEAL]  
DARLYNE WOODSON [SEAL] CLINTON M. DYKES [SEAL]

STATE OF ILLINOIS

COUNTY OF COOK

I, THE UNDERSIGNED, a notary public, in and for the county and State aforesaid, Do Hereby Certify That DARLYNE WOODSON, A SPINSTER AND CLINTON M. and DYKES, A BACHELOR, his wife, personally known to me to be the same person whose name S 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 2ND day OCTOBER, A. D. 19 86

My Commission Expires Sept 8, 1991

Deborah Kerr Harris  
DEBORAH KERR HARRIS 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 \_\_\_\_\_

BOX 333 - TII

PREPARED BY AND WHEN RECORDED, RETURN TO: ERIN STEWART  
MANUFACTURERS HANOVER MORTGAGE CORP  
15601 S. CIGERO HWY 92116M (630)  
OAK FOREST, IL 60452

86453762