

THIS INSTRUMENT WAS PREPARED BY
SCOTT MALOUF FOR
Fleet Mortgage Corp.
1375 E. Schaumburg Road
Schaumburg, Illinois 60193

UNOFFICIAL COPY

LN# 4386482

178426

86485093
Mortgage

PHA Case No.
131:4438818

This Indenture, Made this thirtieth day of September, 1986, between

RONALD R. FLATHAU AND JOY M. FLATHAU, HIS WIFE, Mortgagor, and
FLEET MORTGAGE CORP.

Corporation organized and existing under the laws of THE STATE OF RHODE ISLAND,
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 SEVENTY TWO THOUSAND FOUR HUNDRED FIFTY TWO AND NO/100

(\$ 72,452.00) Dollars
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 MILWAUKEE, WISCONSIN
or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-
stallments of SIX HUNDRED NINE AND 22/100 Dollars (\$ 609.22)
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, 2016.

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the perfor-
mance 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:

SEE ATTACHED LEGAL

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.

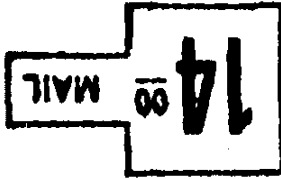
This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require
a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

MAIL TO

PROPERTY OF COOK COUNTY CLERK'S OFFICE

86485093

UNOFFICIAL COPY



DEPT-41 RECORDING \$14.25
T#14444 IN IN 0211 10/20/00 07:14:00
#695 # D 13-185093
COOK COUNTY # ORDER

Property of Cook County Clerk's Office

at Cook County, Illinois, and duly recorded in Book

Page of

A.D. 19

day of

County, Illinois, on the

Filed for Record in the Recorder's Office of

86058498

Given under my hand and Notarial Seal this

person whose name (S) ARE
and JOY M. FLATHAU
I the undersigned
a notary public, in and for the county and State

30th
day of September A.D. 1980
subscribed to the foregoing instrument, appeared before me this day in
signed, sealed, and delivered the said instrument as THEIR
and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness the hand and seal of the Mortgagor, the day and year first written
DONALD R. FLATHAU (Seal)
JOY M. FLATHAU, HIS WIFE (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

State of Illinois
County of Du Page

86058498
Notary Public

UNOFFICIAL COPY

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 _____ 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 _____ days' 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. 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 advances 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 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.

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 heretofore. 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

And as Additional Security for the pay hereof 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.

That the Mortgagee shall have the right to sell the property in whole or in part on that privilege is reserved to pay the debt, in whole or in part on any installment due date. And the said Mortgagee further covenants and agrees as follows: thereof to satisfy the same.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee shall, in good faith, conduct the same or the validly 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 Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt, in whole or in part on any installment due date.

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06 19 313 0123

Proprietary

PARCEL ONE:

THE EAST 62 FEET OF THE WEST 124 FEET OF THAT PART OF THE SOUTH WEST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN SET ON THE NORTH LINE OF BLUFF CITY BOULEVARD AT A POINT THAT IS 161 FEET EAST ALONG SAID BOULEVARD LINE FROM THE COUNTY LINE BETWEEN KANE COUNTY AND COOK COUNTY; THENCE NORTH PARALLEL WITH SAID COUNTY LINE 140 FEET TO AN IRON PIN; THENCE EAST PARALLEL WITH SAID BOULEVARD 238 FEET TO AN IRON PIN; THENCE SOUTH PARALLEL WITH SAID COUNTY LINE 140 FEET TO AN IRON PIN SET ON SAID NORTH LINE OF BOULEVARD; THENCE WEST ALONG SAID NORTH LINE OF BOULEVARD 238 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 06 19 313 0123

PARCEL TWO:

THAT PART OF THE WEST 399.0 FEET OF LOT 13 OF COUNTY CLERK'S SUBDIVISION OF UNDIVIDED LANDS IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF BLUFF CITY BOULEVARD WITH THE LINE BETWEEN KANE AND COOK COUNTIES; BEING ALSO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH A DISTANCE OF 140.0 FEET TO A LINE PARALLEL TO THE NORTH LINE OF BLUFF CITY BOULEVARD; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 223.0 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 124.0 FEET; THENCE NORTHERLY PARALLEL WITH THE LINE BETWEEN KANE AND COOK COUNTIES, A DISTANCE OF 100.21 FEET TO THE SOUTH LINE OF THE U.S. ROUTE 20 BYPASS; THENCE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 124.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE LINE BETWEEN KANE AND COOK COUNTY, ILLINOIS, TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THE EAST 62 FEET).

PERMANENT INDEX NUMBER: 06-19-313-035

06-19-313-035

A. J. J.

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