

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

# UNOFFICIAL COPY

LIN# 4386482

138426

86485093  
Mortgage

PHM 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  
ELEKT 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 installments 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 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:

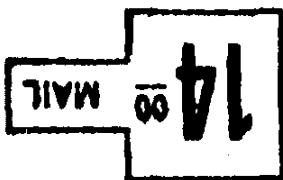
SEE ATTACHED LEGAL

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.

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COOK COUNTY RECORDER

DEPT-#1 RECORDINGS  
THE4444 RUN 0211 10/20/80 07:14:00  
144 46095 # 12 2-145032

52. 414

DEPT-42 RECORDINGS

Day of

inosis, on the

Filed for Record in the Recorder's Office of

86485093

Some under my hand the Northern Sea; the

and JOY M. PLATTAARD, whose name is (S). As  
permitted by law, personally known to me to be the same  
person who signed instrument, appeared before me this day in  
subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that they

**DONALD R. TALARAD** -----  
The Mandate of God

Country at the Page

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BUCHENLager 1945-1946 und 1947 - 1948 - 1949 - 1950 - 1951 - 1952 - 1953 - 1954 - 1955 - 1956 - 1957 - 1958 - 1959 - 1960

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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.

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immediate notice by mail to the Mortgagor, who may make prior  
acceptance to the Mortgagor. In event of loss Mortgagor will give  
have attached thereto loss payable clauses in favor of and in form  
policies and renewals thereof shall be held by the Mortgagor and the  
be carried in companies approved by the Mortgagor and the  
ment of which has not been made heretofore. All insurance shall  
periods as may be required by the Mortgagor and will pay promptly.  
x, when due, any premium on such insurance provided for such  
hazards, casualties and contingencies now existing or hereafter  
from time to time by the mortgaged property, insured as required  
erected on the note may be required by the Mortgagor and for such  
That He Will Keep the improvements now existing or hereafter  
become due for the use of the premises hereinabove described.

the amount of principal then remaining unpaid under said note,  
the rents, issues, and profits now due or which may hereafter  
arose said the Mortgagor does hereby assign to the Mortgagor all  
And as Additional Security for the payment of the indebtedness  
together with, and in addition to, the monthly payments of

any instalment due date.

That Mortgagor further covenants and agrees as follows:

and the said Mortgagor to satisfy the same.

under subsection (a) of the preceding paragraph as a credit against  
acquired, the balance then remaining in the funds accumulated  
ment of such proceedings or at the time the property is otherwise  
debt, the Mortgagor shall, at the time of its conversion  
hereby, or if the Mortgagor acquires the property otherwise after  
of this mortgage resulting in a public sale of the premises covered  
paraphraph. If the note novelties of subsection (a) of the preceding  
cumulated under the novelties covered hereby, all payments  
count of the Mortgagor any balance remaining in the funds ac-

in computing the amount of such indebtedness, credit to the ac-

of the entire indebtedness represented thereby, the Mortgagor  
dante will the provisions of the note secured hereby, until payment  
any note the Mortgagor shall endeavor to the Mortgagor, in accor-

ents taxes, assessments, or insurance premiums shall be sufficient  
deficiency, on or before the date when payment of such ground

shall pay to the Mortgagor any amount necessary to make up the  
when the same shall become due and payable, then the Mortgagor  
taxes, and assessments, or insurance premiums, as the case may be,  
preceding paragraph shall not be sufficient to pay ground rents,

payments made by the Mortgagor under subsection (a) of the  
bagor, or refund to the Mortgagor, if, however, the monthly

shall be credited on subsequent payments to be made by the Mort-

such excess, if the loan is current, at the option of the Mortgagor,  
taxes, and assessments, or insurance premiums, as the case may be,  
of the payments actually made by the Mortgagor for ground rents,  
subsection (a) of the preceding paragraph shall exceed the amount

If the total of the payments made by the Mortgagor under  
involved in handling delinquent payments.

more than fifteen (15) days in arrears, to cover the extra expenses  
not to exceed four cents (4¢) for each dollar (\$1) for each payment  
under this mortgage. The Mortgagee may collect a "late charge"

date of the next such payment, constituting an event of default  
ment shall, unless made good by the Mortgagor prior to the due  
Any deficiency in the amount of any such separate monthly pa-

(d) Amortization of the principal of the said note; and  
(e) late charges.

(f) Interest on the note secured hereby;

(g) Ground rents, if any, taxes, special assessments, fire, and other  
rents;

be applied by the Mortgagor to the following items in the order set  
hereby shall be paid by the Mortgagor each month in a single payment  
thereof shall be added together and the aggregate amount thereof

(h) All payments mentioned in the preceding subsection of this  
assessments, and

in trust to pay said ground rents, premiums, taxes and special  
ments will become delinquent, such sums to be held by Mortgagor

to the date when such ground rents, premiums, taxes and rents  
divided by the number of months to elapse before the month prior  
estimated by the Mortgagor less all sums already paid thereafter  
leases and assignments made due on the mortgaged property all as  
and other hazards covering the mortgaged property plus  
premiums that will next become due and payable on policies of fire  
of each month until the said note is fully paid, the following sums:  
however, the Mortgagor will pay to the Mortgagor, on the first day  
participated and interest payable under the terms of the note secured  
that, together with, and in addition to, the monthly payments of

any instalment due date.

That Mortgagor further covenants and agrees as follows:

and the said Mortgagor to satisfy the same.

under the sale of foreiture of the tax, assessment, or lien so  
operated to prevent the collection of the tax, assessment, or lien so  
ceduling brought in a court of competent jurisdiction, which shall  
set the same or the validity thereof by appropriate legal pro-

sitioned therefore, so long as the Mortgagor shall, "and forthwith, con-

tinuedly defrauded, or any part thereof of the improvements

or remove any tax, assessment, or lien upon or against the

shall not be entitled notwithstanding that the Mortgagor

is expressly provided, however, all other provisions of this

mortgage to the contrary notwithstanding, that the Mortgagor

the sale of the mortgaged premises, if not otherwise paid by the

decreases, caused by this mortgage, to be paid out of proceeds of

moneys so paid or expended shall become to much additional, in

may deem necessary for the proper preservation thereof, and any

such repairs to the property herein mortgaged as in its discretion it

assessment, and insurance premiums, when due, and its make such

payments in good report, the Mortgagor may pay such

dues for taxes or assessments on said premises, or to keep said

in one of the rental or neglect of the Mortgagor to make such

Mortgagor, and in such amounts, as may be required by the

debtor, incurred for the benefit of the Mortgagor in such forms

time be on said premises, during the continuance of said in-

therefore; (2) a sum sufficient to keep all buildings that may at any

land is situated, upon the account of the ownership

line, or of the country, town, village, or city in which the said

debtor to pay all taxes and assessments on said premises, or any tax

hereinafter provided, until said note is fully paid, (1) a sum suffi-

cient to attach to said premises, to pay to the Mortgagor, as

hereinafter provided, until said note is fully paid, (2) a sum suffi-

cient to suffer any loss or damage to the value

herein, or of the security intended to be effected by virtue of this

instrument, nor to suffer any loss or damage men or material

herein, or of the security intended to be effected by virtue of this

be done, upon said premises, anything that may impair the value

and rights, however, to the State of Illinois, which said rights and

Exemption Laws of the State of Illinois, and by virtue of the Homestead

and all rights and benefits under and by virtue of the Homestead

appurtenances and fixtures, unto the said Mortgagor, its successors

and assigns, and to hold the above-described premises, with the

benefits to said Mortgagor does hereby expressly release and waive.

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CITY OF ELGIN CLERK'S OFFICE  
JULY 19 1988

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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 16 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 LCT 13 OF COUNTRY 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 223.6 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 0355 *Am*

06 19 313 0355 *Am*

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