

State of Illinois

# UNOFFICIAL COPY

CMC#9319-1

Mortgage 3 6 5 1

FMA Case No:

5 6 9

131:4552987

703"

This Indenture, Made this 23rd day of October , 19 86 , between  
Jimmie L. Griffin, and Charlene L.C. Griffin, his wife-----, Mortgagor, and  
Crown Mortgage Co.-----  
a corporation organized and existing under the laws of The State of Illinois-----,  
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 Fifty Nine Thousand Six Hundred and No/100ths.-----

(\$ 59,600.00-) Dollars  
payable with interest at the rate of Ten per centum ( 10.00-%) per annum on the unpaid balance until paid, and made  
payable to the order of the Mortgagee at its office in Oak Lawn, IL. 60453 -----  
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 Five Hundred Twenty Three and 03/100ths.----- Dollars (\$ 523.03----)  
on the first day of December 1 , 19 86 , 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  
November 1 , 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 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: LOT 286 IN BLOCK 27 IN WINSTON PARK UNIT 5, BEING A SUBDIVISION  
OF PART OF THE NORTH WEST 1/4 AND ALSO THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST  
1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE  
CITY OF COUNTRY CLUB HILLS, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN  
THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 21,810,812 ON FEBRUARY 17, 1972 AND FILED  
IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS ON JANUARY 26, 1972 AS  
DOCUMENT NUMBER 2,604,946 AND CERTIFICATE OF CORRECTION REGISTERED ON SEPTEMBER 6, 1972 AS  
DOCUMENT NUMBER 2,646,492, IN COOK COUNTY, ILLINOIS.

17761 Springfield, Country Club Hills, IL. 60477

REAL ESTATE TAX NO. 28-35-106-025 *m/c*

RETURN TO BOX 43

To gather with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and all 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 ap-  
purtenances 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 re-  
quired 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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What we will keep the improvements now existing or intended  
accorded on the integrated property, insured as many be required  
from time to time by the Mortgagor to pay off the same and  
from time to time by the Mortgagor to pay off the same and  
other hazards, casualties and contingencies in such amounts and  
for such periods as may be required by the Mortgagor and will  
pay promptly, when due, any premiums on such insurance pro-  
tection for payment of which has not been made hereinafore.

**And as additional security for the payment of the indebtedness** *Guaranteed the Notary public 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.*

Efforts have been made to keep the Montgolfier burner as simple as possible, yet it is a very effective device for heating up to 1000° C. The burner consists of a small cylindrical tube which has a central tube through which air is drawn by a fan. The air passes through a series of heat exchangers before entering the burner. The burner itself is made of a refractory material and is mounted on a stand. The burner is connected to a gas cylinder and a pressure regulator. The burner is controlled by a switch and a timer.

... pay him double taxes, and assessments, or penalties,

In the case of a Moratorium, shall be credited on subsequent payments to be made by the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or remitted to the Mortgagor, if, however, the Mortgagor has not paid his taxes and assessments due under the terms of the original mortgage, or if the Mortgagor has not paid his taxes and assessments due under the terms of the original mortgage, or if the Mortgagor has not paid his taxes and assessments due under the terms of the original mortgage.

If the total of the payments made by the Hitorigaborunaga  
subsection (b) of the preceding paragraph shall exceed the  
amount of the payments actually made by the Murtaggee (G)  
around rents, taxes, and assessments, or insurance premiums, as

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this mortgage. The Mortgage may collect a "late charge" of one dollar (\$1) for each day it is late in payment (15) days in arrears, to cover the expense involved in handling delinquent payments.

(14) Amortization of the principal of the said note, and  
(15) Late charges.

higher hazard insurance premiums;

and ground results, if any, taxes, special assessments, fire, and water or other charges, shall be paid by the corporation.

((i)) premium charged under the contract of insurance with the  
Secretary of Housing and Urban Development, or monthly

symptom to be applied by the monitorage to the following items in order set forth:

curved hereby shall be added together and the aggregate amount  
of which shall be paid by the Insuree for each month in a single

---

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will accrue 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 Mortgagor) less all sums already paid thereby (all as 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 due and payable); and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

(i) If and so long as said note of even date and this instrument  
ment are inscribed or arc claimised under the provisions of the Na-  
tional Housing Act, an amount sufficient to accumulate in the  
hands of the holder one (1) month prior to its due date the an-  
nual mortgage insurance premium, in order to provide such  
holder with funds to pay such premium to the National Housing  
and Urban Development Bureau in pursuance to the Secre-  
tary of Housing and Urban Development such note of Hous-  
ing and Urban Development Bureau to pay such premium to the Secre-  
tary of Housing and Urban Development in pursuance to the Na-  
tional Housing Act.

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

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, an  
amount equal to the monthly insurance premium if this insur-  
(a) An amount sufficient to provide the holder hereof with  
funds to pay the next mortgage insurance premium if this insur-  
ance premium is measured, or a monthly  
amount and the note secured hereby are measured.  
charge (in lieu of a monthly insurance premium) if they are held  
by the Secretary of Housing and Urban Development, as follows:

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

It is expressly provided, however, (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be entitled nor shall it have the right to pay, discharge, or remit any tax, assessment, or tax upon or against the premises described herein or for any part thereof or the improve-  
ments situated herein, so long as the Mortgagor shall, in good faith, unmet the date of the validity thereof by appropriate legal proceedings to prevent the sale of the collateral of competition, which shall be due in a court of competent jurisdiction,  
which shall be due in a court of competent jurisdiction of the tax, assess-  
ment, or lien so created 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:

In the case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or claim of mortgagee other than a tax lien for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion may be necessary for the proper preservation thereof, and may pay all expenses so paid or expended shall become so much adde-  
d to the value of the mortgaged premises, if not paid out of proceeds of the sale of the mortgaged premises, it not otherwise paid by the Mortgagor.

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1998 3 01 4

The cover-ups here will continue until the public finds out, and the penalties and advantages shall be used to the respective heirs, executors, and administrators shall be used, and the survivors of the parties involved, the members of the family, and the members of the church, and the members of the community.

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

11. Mortgagor shall pay said note at the time and in the manner  
affore-said and shall abide by, comply with, and duly perform all  
the covenants and agreements herein, then this conveyance shall  
be null and void and Mortgagor will, within thirty (30) days after  
written demand therefor by Mortgagor, execute a release of  
benefits of all situated or laws which require the earlier execution  
or delivery of such release or satisfaction by Mortgagor.

And likewise shall be paid out of any decreee recieving this mortgag  
age and be paid and be paid out of the proceeds of any sale made in pur-  
chase of any such decreee: ((1) All the costs of such suit or suits,  
and attorney fees, and conveyance, including attorney's, solicitors',  
and pleader's fees, and expenses of any such decreee, ((2) all the monies  
caused to be paid absolute and examination of title; ((3) all the monies  
advantaged by the Mortgagor, 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; ((4) all the actual interest incurred in the payment of the  
debt; and ((5) all the attorney fees, and expenses of the  
plaintiff in any action brought to collect the same.

And in case of forcible entry of it is mortgagor by said Mortgagor  
in any court of law or equity, a reasonable sum shall be allowed  
for the solicitor's fees, and stampduties, fees of the compalin-  
ant in such proceeding, and also for all outlays for documentsary  
evidence and the cost of a complete abstract of title for the pur-  
pose of such foreclosure; and in case of any other suit, or legal  
proceeding, wherein the Mortgagor shall be made a party thereto  
by reason of this mortgage, its costs and expenses, and the  
reasonable fees of the attorney of the allitors of the  
Mortgagor, so made parties, for services in such suit or pro-  
ceedings, shall be a further item and charge upon the said  
premises under this mortgage, and all such expenses shall become  
so much additional indebtedness accrued hereby and be allowed  
in any decree foreclosing this mortgage.

And in the event that the whole of said debt is declared to be due, the Mortgagor 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 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 then be occupied by the owner of the quality of redemption, as a homestead, enter an order placing the Mortgagor in possession of the premises, or appoint a receiver for the benefit of the mortgagor 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 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, then the whole of said principal sum remaining unpaid together with ac- crued interest thereon, shall, at the election of the Mortgagor, become immediately due and payable.

The Manufacturer further agrees that should any moratorium and  
which note secured hereby not be eligible for insurance under the  
National Housing Act with in **NINETY 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 **NINETY DAYS** from the date of this mortgage  
declaiming to insure said note and this mortgage, being deemed  
conclusively proof of such insurability), the Mortgagor or the  
holder of the note may, at its option, declare all sums secured  
hereby immediately due and payable.

[...] If the premises, or any part thereof, be condemned under any of the 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 Mortgagor, and the Note secured hereby, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid over, with the title to the property so taken, to the Mortgagee to the extent of the full amount of indebtedness secured hereby, whether due or not.

- All insurance shall be carried in companies approved by the state insurance department and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor and instead of to the Mortgagor and the Mortgagor shall be held by the Mortgagor and the policies and renewals thereafter shall be held by the Mortgagor in bond to any insurance policies then in effect until the indebtedness secured hereby, all right, title and interest in other property of title to the mortgaged property in extinguished.

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

Jimmie L. Griffin

[SEAL]

Jimmie L. Griffin

Charlene L.C. Griffin

[SEAL]

Charlene L.C. Griffin, his wife

[SEAL]

[SEAL]

State of Illinois

)  
ss:  
)

County of DuPage

I, Jacqualyn M. Thar  
aforesaid, Do Hereby Certify That Jimmie L. Griffin  
and Charlene L.C. Griffin  
person whose names 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.

, a notary public, in and for the county and State  
his wife, personally known to me to be the same  
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 23

day October

, A.D. 19<sup>86</sup>

Commission expires: 9-1-59

Jacqualyn M. Thar  
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

THIS DOC WAS PREPARED BY: MARY RIHANI  
CROWN MORTGAGE CO.  
6131 W. 95th St.  
OAK LAWN, IL. 60453

COOK COUNTY RECORDER

48ST T S # D x - 86 - 00  
REC'D # 11444 TRAN 0564 10/21/86 10:21:00  
DEPT-01 RECORDING 113.00

86511589

13.00

-86-511589