

PROPERTY COMMONLY KNOWN AS:  
18143 RAVIALE COUNTRY CLUB HILLS, IL 60471

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State of Illinois

**Mortgage**

FHA Case No.

**131-4688999**

This Indenture, made this 30TH day of OCTOBER 19 86, between  
ANTHONY J. HARRIS AND ANGELA J. HARRIS, HIS WIFE  
Mortgagor, and  
DRAPER AND KRAMER, INCORPORATED  
a corporation organized and existing under the laws 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 **SIXTY THREE THOUSAND TWO HUNDRED FOURTEEN AND 00/100** Dollars (\$ 63,214.00) payable with interest at the rate of **NINE AND ONE-HALF** per centum (9.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **CHICAGO, ILLINOIS** 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 **FIVE HUNDRED THIRTY ONE AND 63/100** Dollars (\$ 531.63) on **JANUARY 19 87**, 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 **DECEMBER 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 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 22 IN BLOCK 11 IN FLOSSMOOR TERRACE BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 NOV -7 AM 11:59

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TAX IDENTIFICATION NUMBER: 28-34-416-006

79.

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 (l)) in accordance with the regulations for those programs.

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CHICAGO , ILLINOIS 60603  
33 WEST MONROE STREET  
DRAPER AND KRAMER, INCORPORATED  
JOHN P. DAVEY  
THIS INSTRUMENT PREPARED BY:

Property of Cook County Clerk's Office

at o'clock m., and duly recorded in Book      of      Page  
County, Illinois, on the      day of      A.D. 19

Filed for Record in the Recorder's Office of  
PAM SCHMAL  
NOTARY PUBLIC  
Notary Public Seal

Given under my hand and Notarial Seal this  
day      A.D. 19

I, THE UNDERSIGNED, Do hereby Certify That ANTHONY J. HARRIS AND ANGELA J. HARRIS , HIS WIFE  
and  
person whose name is ARE  
subscribed to the foregoing instrument, appeared before me this day in  
writing, personally known to me to be the same  
and voluminarily act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

State of Illinois  
County of Cook  
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
ANGELA J. HARRIS  
ANTHONY J. HARRIS  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

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

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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 ~~6~~ months 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 ~~6~~ mo (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 if 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 Mortgagor 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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Accommodate notice by mail to the Mortgagor. In event of loss Mortgagor will give notice to the Mortgagor. In event of loss Mortgagor will give notice by mail to the Mortgagor. Who may make proof  
of claim in compensation provided by the mortgagee and the  
debtors and trustees thereof shall be held by the Mortgagee and the  
debtors and trustees thereof shall be held by the Mortgagee and the

That He Will Keep the improvements now existing or hereafter received in the morgagaged property, insured as may be required from time to time by the Mortgagor against loss by fire and other hazards, easements and contingencies in such amounts and for such periods as may be required by the Mortgagor and promulgated by the trustee, when due, any premiums on such insurance premium for pay.

And as Additional Security for the payment of all the indebtedness  
arising out of the Mortgage 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.

cumulative debt under the provisions of subsection (a) 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 Mortgagor acquires the property otherwise after default, the Mortgagor shall pay, at the time of the commencement of such proceedings or at any time thereafter, the amount of principal then remaining unpaid under said note.

Any 1 of us the Mortgagor shall render to the Mortgagée, in accor-  
dances with the provisions of the note secured hereby, full payment  
of the entire indebtedness represented thereby, the Mortgagee shall  
in compulsion, the amount of such indebtedness, credit to the AC.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor 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, [U], however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not exceed the amount of the payments made by the Mortgagor under subsection (a) of the preceding paragraph under which he shall not be liable for the payment of taxes, insurance premiums, or other expenses.

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 Mortgage may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(ii) late charges and amortization of the principal of the said note; and

(iii) interest on the note secured hereby;

(d) ground rents, if any, taxes, special assessments, fire, and other forth:

(b) All payments mentioned in the preceding subsection 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 monthly payment to the Mortgagor each month in the following items in the order set forth in the note.

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

to the date when such ground rents, premiums, taxes and assess-  
ments made by the mortgagor of months to elapse before one month prior  
to the date when such ground rents, premiums, taxes and assess-

(a) 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 set forth in the instrument.

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 Mortgaggee, on the first day of each month until the said note is fully paid, the following sums:

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

And the said Mortgagee further covenants and agrees as follows:

If it is expressly provided, however, (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagor 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, cause, least the same or the validity thereof by appropriate legal pro- ceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contracted and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance of other claimants 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 monies so paid or expended shall become so much additional debt-burdens, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

10. 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; nor to suffer any loss of mechanics men or material instruments, nor to attach to said premises; to pay to the Mortgagor, as heremalicer provided, until said note is fully paid, (( )) a sum sufficient to pay all taxes and assessments that may be levied by authority of the State of Ill. or assessment that may be levied by authority of the County, Town, village, or city in which the said land is situated, 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, in fair condition, as may be required by the Mortgagor; for the benefit of the insurance, and in such amounts, as may be required by the Mortgagor.

To provide 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 and clear of all rights and benefits under and by virtue of the Homestead Laws of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive; And Said Mortgagee covenants and agrees: