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State of Illinois

Mortgage

FHA Case No.

131-4622589

This Indenture, made this 27TH day of OCTOBER , 19 86, between JAMES J. HOSTALEK AND LINDA M. HOSTALEK , HIS WIFE AND DOROTHY A. HOSTALEK MARRIED TO OLDRICH HOSTALEK , 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 ONE THOUSAND FOUR HUNDRED FORTY AND 00/100 Dollars (\$ 61,440.00 )

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 SIX HUNDRED FORTY TWO AND 05/100 Dollars (\$ 642.05 )

on DECEMBER 1, 19 86 , 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 NOVEMBER, 20 01 .

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 8 IN BLOCK 6 IN LA GRANGE, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 AND PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01-RECORDING \$13.25  
T#441 TRAN 0075 11/07/86 11:32:00  
H#11 # D 4-6-525278  
COOK COUNTY RECORDER

TAX IDENTIFICATION NUMBER: 18-04-321-020 jmC

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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MAILED 8/23/86  
33 WEST MONROE STREET  
CHICAGO, ILLINOIS 60603

DRAPER AND DALE INCORPORATED  
JOHN P. DAVEY  
THIS INSTRUMENT PREPARED BY:

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 \_\_\_\_\_  
Doc. No. \_\_\_\_\_

Given under my hand and Notarial Seal this \_\_\_\_\_ day of October A.D. 1986.

I, THE UNDERSIGNED  
and DOROTHY HOSTALEK  
alleged, Do hereby Certify That JAMES J. HOSTALEK AND LINDA M. HOSTALEK, HIS WIFE AND OLDRICH HOSTALEK  
a Notary Public, in and for the County and State  
of \_\_\_\_\_, whose name is \_\_\_\_\_  
and whose name is \_\_\_\_\_  
person who has \_\_\_\_\_  
subscribed to the foregoing instrument, appeared before me this day in  
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.  
THERE  
person and acknowledged that THEY signed, sealed, and delivered the said instrument as \_\_\_\_\_  
his wife, personally known to me to be the same  
and \_\_\_\_\_  
Given under my hand and Notarial Seal this \_\_\_\_\_ day of October A.D. 1986.

County of Will \_\_\_\_\_  
State of Illinois \_\_\_\_\_

(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

Witnesses the hand and seal of the Mortgagee, 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 months** days 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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be carried in newspapers in companies approved by the Motorage and the  
police and renewals shall be held by the Motorage and the  
have attached thereto loss payable clauses in favor of and in form  
acceptable to the Motorage. In event of loss Motorager will give  
immediate notice by mail to the Motorage, who may make proo

That He Will Keep the Improvemennts now existing or hereafter erected on the Mortgaged property, insured as may be required from time to time by the Mortgagor to secure against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods, as may be required by the Mortgagor and will pay prompt-  
ly, when due, any premiums on such insurance provided for pay-  
ment of which has not been made hereinafter. All insurance shall  
be carried in companies approved by the Mortgagor and the

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

Any delinquency in the amount of any such aggregate monthly pay-  
ment 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 Mortgagor 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.

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 Mort-  
gagor, or reduced to the Mortgagor. If, however, the monthly  
payments made by the Mortgagor under subsection (a) of the

(i) Broadband rentals, if any, taxes, special assessments, fire, and other hazards of insurance premiums;

(ii) Interest on the note secured hereby;

(iii) Amortization of the principal of the said note; and

(iv) Late charges.

(b) All payments mentioned in the preceding sub-section 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 payment to the assignee by the Mortgagor each month in the order set forth in the following schedule:

men's will become delinquent, such sums to be held by mortgagor  
in trust to pay said Ground rents, premiums, taxes and special  
assessments; and

(ii) 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, plus easements and fixtures held by the mortgagor, less all sums already paid therefor divided by the Morigagagee) less all sums due as at the date when such ground rents, premiums, taxes and assess-

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, the following sums:

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

And this is the order of the changes which appear as follows:

It is expressly provided, however, that all other provisions of this moratorium 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 improvement situated theron, so long as the Mortgagor shall, in good faith, consent to the same or the validity thereof by appropriate legal process.

In case of the refusal or neglect of the mortgagor to make such payments, or to satisfy any prior lien or interest which other than that for taxes or assessments on solid premises, or to keep said premises, or to satisfy any prior lien or interest which other than such as 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 his discretion it may deem necessary for the proper preservation thereof, and any monies so paid or expended shall become so much additional debt due, secured by this mortgage, to be paid out of proceeds of sale of the same or of the mortgaged premises, if not otherwise paid by the mortgagor.

To keep said promises 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 or detriment to the material men to attach to said premises; to pay to the Master, as

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 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 Mortgagee does hereby expressly release and waive; And Said Mortgageor covenants and agrees: