

MORTGAGE

THIS INDENTURE, made this 20th day of November, 1986 between Daniel S. Martin and wife, Linda M. Martin

86569491 Mortgagor,

and LUMBERMEN'S INVESTMENT CORPORATION, a corporation organized and existing under the laws of Texas, Mortgagee.

WITNESSETH That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of One Hundred Sixteen Thousand One Hundred Fifty and 00/100 Dollars (\$116,150.00) 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 Austin, Travis County, Texas, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of Nine Hundred Seventy Six and 66/100 Dollars (\$ 976.66) beginning on the first day of January, 1987 and continuing on the first day of each 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, 2016.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of 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:

The South Half of Lot 4 in Block 4 in Hodges Addition to Park Ridge, being a subdivision of the northeast quarter of Section 35, South of the Railroad (except 40 acres in the southwest corner of said northeast quarter) and the east 1/2 of the south east quarter of Section 35, Township 41 north, Range 12, East of the Third Principal Meridian, and 8.73 Acres in the northeast quarter of the northeast quarter of Section 2, Township 40 north, Range 12, ~~XXXX~~ of the Third Principal Meridian, in Cook County, Illinois. East

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Permanent Index Number: 09-35-211-026 ^{A.A.O.} dm

Common Address: 212 S. Fairview, Park Ridge, Illinois 60068

"Should the Veterans Administration for any reason fail or refuse to issue the Loan Guaranty Certificate in accordance with the provisions of the Serviceman's Re-adjustment Act of 1944, as amended, and the Certificate of Commitment issued by the Veterans Administration to guarantee the loan secured by this security instrument within 60 days of the date hereof and of the secured Note, the Lender may, at its option, declare all sums secured by the Mortgage immediately due and payable."

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

BOX 158

UNOFFICIAL COPY

STATE OF ILLINOIS

Mortgage

TO

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

Clerk.

1300

1591-01 TRAM 1235 12/01/56 10:22:00
43548 + B * -86-569491
COOK COUNTY RECORDER

My commission expires 10/21/79

David Carver
Send To: Lumbermen's Investment Corp
5100 Poplar Ave #200
Memphis, TN. 38137
Attn: Marketing

GIVEN under my hand and Notarial Seal this 20th day of November 1986

Notary Public

This instrument was prepared by: David Carver
personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, the undersigned, a Notary Public, in and for the county and State aforesaid, Do Hereby Certify That Daniel S. Martin and Linda M. Martin, wife

164 695 98

STATE OF ILLINOIS)
COUNTY OF Cook)
() SS:)

Daniel S. Martin

Linda M. Martin

Linda M. Martin

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

If the indebtedness secured hereby be guaranteed or insured under Title 36, United States Code, such title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other Regulations are hereby amended to conform thereto.
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 term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.
The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.
If 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 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.
The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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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 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 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, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that 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 may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole or the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee 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, contest the same or the validity 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 Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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 as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

- (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 estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor 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 delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

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THESE 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 SUITS OR SALES, ADVERTISING, SALE, AND CONVEYANCE, INCLUDING REASONABLE ATTORNEY'S, SOLICITOR'S, AND SENOGRAPHER'S FEES, OUTLAYS FOR DOCUMENTARY EVIDENCE AND COST OF SAID ABSTRACT AND EXAMINATION OF TITLE; (2) ALL INTEREST ON SUCH ADVANCES AT THE RATE PROVIDED FOR IN THE PRINCIPAL INSTRUMENT, FROM THE TIME SUCH ADVANCES ARE MADE; (3) ALL THE ACCRUED INTEREST REMAINING UNPAID ON THE INSTRUMENTS HEREBY SECURED; (4) ALL THE SAID PRINCIPAL MONEY REMAINING UNPAID; (5) ALL SUMS PAID BY THE VENDOR OR ADMINISTRATION ON ACCOUNT OF THE LIABILITY OF INSURANCE OF THE INSTRUMENTS SECURED HEREBY. THE OVERPLUS OF THE PROCEEDS OF SAID SALE, IF ANY, SHALL BE PAID TO THE MORTGAGOR.

IN CASE OF FORECLOSURE OF THIS MORTGAGE BY SAID MORTGAGEE IN ANY COURT OF LAW OR EQUITY, REASONABLE SUM SHALL BE ALLOWED FOR THE SOLICITOR'S FEES OF THE COMPLAINANT AND FOR SENOGRAPHER'S 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 THEREBY BY REASON OF THIS MORTGAGE, ITS COSTS AND EXPENSES, AND THE REASONABLE FEES AND CHARGES OF THE ATTORNEYS OR SOLICITORS AND CHARGE UPON THE SAID PREMISES UNDER THIS MORTGAGE, AND ALL SUCH EXPENSES SHALL BECOME SO MUCH OF THE MORTGAGEE, SO MADE PARTIES, FOR SERVICES IN SUCH SUIT OR PROCEEDINGS SHALL BE A FURTHER LIEN UPON THE MORTGAGEE, AND THE MORTGAGEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE VALUE OF SAID PREMISES OR WHETHER THE SAME SHALL BE OCCUPIED BY THE OWNER OF THE EQUITY OF REDEMPTION OR BY A HOMESENDER, APPOINT A RECEIVER FOR THE BENEFIT OF THE MORTGAGEE, WITH POWER TO COLLECT RENTS, ISSUES, AND PROFITS OF THE SAID PREMISES 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, AND OTHER ITEMS NECESSARY FOR THE PROTECTION AND PRESERVATION OF THE PROPERTY.

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 IN THAT PURPOSE, THE COURT IN WHICH SUCH BILL IS FILED MAY AT ANY TIME HEREINAFTER, EITHER BEFORE OR AFTER SALE, AND WITHOUT NOTICE TO THE SAID MORTGAGOR, OR ANY PARTY CLAIMING UNDER SAID MORTGAGE, AND WITHOUT REGARD TO THE SOLVENCY OR INSOLVENCY AT THE TIME OF SUCH APPLICATION FOR A RECEIVER, OF THE PERSON OR PERSONS LIABLE FOR THE PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, AND WITHOUT REGARD TO THE VALUE OF SAID PREMISES OR WHETHER THE SAME SHALL BE OCCUPIED BY THE OWNER OF THE EQUITY OF REDEMPTION OR BY A HOMESENDER, APPOINT A RECEIVER FOR THE BENEFIT OF THE MORTGAGEE, WITH POWER TO COLLECT RENTS, ISSUES, AND PROFITS OF THE SAID PREMISES 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, AND OTHER ITEMS NECESSARY FOR THE PROTECTION AND PRESERVATION OF THE PROPERTY.

IN THE EVENT OF DEFAULT IN MAKING ANY MONTHLY PAYMENT PROVIDED FOR HEREIN AND IN THE NOTE SECURED HEREBY, 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.

IN THE EVENT OF DEFAULT IN MAKING ANY MONTHLY PAYMENT PROVIDED FOR HEREIN AND IN THE NOTE SECURED HEREBY, 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.

MORTGAGOR WILL CONTINUOUSLY MAINTAIN HAZARD INSURANCE, OF SUCH TYPE OR TYPES AND AMOUNTS AS MORTGAGEE MAY FROM TIME TO TIME REQUIRE, ON THE IMPROVEMENTS NOW OR HEREINAFTER ON SAID PREMISES, AND EXCEPT WHEN PAYMENT FOR ALL SUCH PREMIUMS HAS THEREFORE BEEN MADE, HE/SHE WILL PAY PROMPTLY WHEN DUE ANY PREMIUMS THEREON. 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 MORTGAGOR WILL GIVE IMMEDIATE NOTICE BY MAIL TO THE MORTGAGEE, WHO MAY MAKE PROOF 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 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 UPON 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.

AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS FORESAID THE MORTGAGOR DOES HEREBY ASSIGN TO THE MORTGAGEE ALL THE RENTS, ISSUES, AND PROFITS NOW DUE OR WHICH MAY HEREINAFTER BECOME DUE FOR THE USE OF THE PREMISES HERINAFOVE DESCRIBED. THE MORTGAGOR SHALL BE ENTITLED TO COLLECT AND RETAIN ALL OF SAID RENTS, ISSUES AND PROFITS UNTIL DEFAULT HEREUNDER. EXCEPT RENTS, BONUSES AND ROYALTIES RESULTING FROM OIL, GAS OR THE MINERAL LEASES OR CONVEYANCES HEREAFTER NOW OR HEREINAFTER IN EFFECT. THE LESSEE, ASSIGNEE OR SUBLESSEE OF SUCH OIL, GAS OR MINERAL LEASE IS DIRECTED TO PAY ANY PROFITS, BONUSES, RENTS, REVENUES OR ROYALTIES TO THE OWNER OF THE INDEBTEDNESS SECURED HEREBY.

IF THE TOTAL OF THE PAYMENTS MADE BY THE MORTGAGOR UNDER SUBPARAGRAPH (A) OF THE PRECEDING PARAGRAPH SHALL EXCEED THE AMOUNT OF PAYMENTS ACTUALLY MADE BY THE MORTGAGOR AS TRUSTEE FOR GRANTOR RENTS, TAXES, AND ASSESSMENTS, OR INSURANCE PREMIUMS, AS THE CASE MAY BE, SUCH EXCESS SHALL BE CREDITED ON SUBSEQUENT PAYMENTS TO BE MADE BY THE MORTGAGOR FOR SUCH ITEMS OR, AT THE MORTGAGOR'S OPTION AS TRUSTEE, SHALL BE REFUNDED TO THE MORTGAGOR. IF, HOWEVER, SUCH MONTHLY PAYMENTS SHALL NOT BE SUFFICIENT TO PAY SUCH ITEMS WHEN THE SAME SHALL BECOME DUE AND PAYABLE, THE MORTGAGOR SHALL PAY TO THE MORTGAGEE AS TRUSTEE ANY AMOUNT NECESSARY TO MAKE UP THE DEFICIENCY. SUCH PAYMENTS SHALL BE MADE WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE MORTGAGEE STATING THE AMOUNT OF THE DEFICIENCY, WHICH NOTICE MAY BE GIVEN BY MAIL. IF AT ANY TIME THE MORTGAGOR SHALL TENDER TO THE MORTGAGEE, IN ACCORDANCE WITH THE PROVISIONS OF THE NOTE SECURED HEREBY, FULL PAYMENT OF THE ENTIRE INDEBTEDNESS REPRESENTED HEREBY, THE MORTGAGEE SHALL, IN COMPUTING THE AMOUNT OF SUCH INDEBTEDNESS, CREDIT ON THE ACCOUNT OF THE MORTGAGOR ANY CREDIT BALANCE REMAINING UNDER THE PROVISIONS OF SUBPARAGRAPH (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 MORTGAGEE ACQUIRES THE PROPERTY OTHERWISE AFTER DEFAULT, THE MORTGAGEE AS TRUSTEE SHALL APPLY, AT THE TIME OF THE COMMENCEMENT OF SUCH PROCEEDINGS OR AT THE TIME THE PROPERTY IS OTHERWISE ACQUIRED, THE AMOUNT THEN REMAINING TO CREDIT OF MORTGAGOR UNDER SAID SUBPARAGRAPH (A) AS A CREDIT ON THE INTEREST ACCRUED AND UNPAID AND THE BALANCE TO THE PRINCIPAL THEN REMAINING UNPAID UNDER SAID NOTE.

I. Ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums; II. Interest on the note secured hereby; and III. Amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagee will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expenses involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated: