## UNOEFICIAL C

Tis form is used in connection with rmortalises insured under the one to sour-family providions of the National Housing Act.

THIS INDENTURE, Made this

25

16TH

day of DECEMBER 1986. between

LINDA J. HOLMES AND EUGENE F. HOLMES, WIFE AND HUSBAND INDIANA TOWER SERVICE, INC.

a corporation organized and existing under the laws of THE STATE OF INDIANA 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

EIGHTY THOUSAND TWO HUNDRED AND 00/100

Dollars (\$ 80,200.00

per centum ( 10.0 payable with interest at the rate of TEN %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in SOUTH BEND INDIÁNA 46634 or at such other place as the holder may designate in writing, and deliver-

ed; the anid principal and interest being payable in monthly installments of SEVEN HUNDRED AREE AND 81/100 Dollars (\$ 703.81

) on the first day

FEBRUARY 1 . 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 dily of **JANUARY 1, 2017** 

NOW, THEREFORE, the anid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the or formance 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 and the State of COOK Illinois, to wit:

LOT 16 IN LECAS TOWNHOMES PHASE 11, BEING A RESUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND 6 IN SMITH'S RESUBDIVISION OF LOTS 3 AND 4 IN FRANK DELUGACH'S BOTH AVENUE ACRES, A SUBDIVISION OF THE WEST 1 OF THE WEST 1 OF THE NORTHWEST 1 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE TH (B) PRINCIPAL MERIDIAN, AND LOT 5 IN FRANK DELUGACH'S BOTH AVENUE ACRES, A SUBJIVISION OF THE WEST 1 OF THE WEST 1 OF THE NORTHWEST 1 OF SECTION 13, TOWNSHIP 37 JORTH, PANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF PECORDED MAY 11, 1944 AS DOCUMENT NUMBER 13281816, ALL IN COOK COUNTY, ILLINOIS.

पंत्र १०अप्ट

23-13-102-032 TAX ID#s 23-13-102-005 vol. 151

7861 SHEFFIELD DRIVE ALOS HILLS, ILLINOIS 60465

PREPARED BY: JOYCE L. MASA
INDIANA TOWER SERVICE, INC.
2 EAST 22ND STREET
LOMBARD, ILLINOIS 60148
TOGETHER with all and singular the tenements, hereditaments and as sutenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every find for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixturer in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, the, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, unto the said Mortgugee, its successors and assigns, forever, for the purposes and uses herein set torth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Hinors, 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 impuir 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 altach to said premises; to pay to the Morigieve, as here-inafter 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 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 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 moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor

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 Morigagor 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 natisfy the name.

ENERGY 1890

Door Cook County Clark's Office



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 at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons limble for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be 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 tents, 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 immunts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CATE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shows be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and afset or all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such for closure, 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 softeness of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge youn 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 FIGURED in any decree foreclosing this mortgage and be paid out of the proceeds of any safe made in pursuance of any such decree. (1) All the costs of such sait or saits, advertising, sale, and conveyance, including a forces, solicitors, and stenographers fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgage, if any, for the purpose authorized in the morigage, 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; (4) all the said grant money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

H Mortgagor shall pay said note at the time aid in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreementy lorein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the beliefts of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagoe.

IT IS EXPRESSLY AGREED that no extension of the line for payment of the debt hereby secured given by the Mortgager 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.

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

LINDA J. HOLMES & MOP ME [SEAL] 1 [SEAL] STATE OF ILLINOIS Crok COUNTY OF 1. LAUXA CARTAGA , unotary public, in and for the county and State aforesaid. Do Hereby Certify That Linda 5. Holmas and Evapore Fitholms, some 4 hostenshimmette, personally known to me to be the same LAUXA CARACTON Which is subscribed to the foregoing instrument, appeared before me this day in that  $\mathcal{A}$  becomes defined, and delivered the said instrument as  $\mathcal{A}$  because person whose name person and acknowledged that 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 EXPIRATION DATE: 12/1/90 DOC: NO. , Filed for Record in the Recorder's Office of County, Illinois, on the A.D. 19 is t o'clock m., and duly recorded in Book of

## **UNOFFICIAL COPY**

Aroperty of Coot County Clerk's Office



янноски убрани какин какин балански какин какин купара иски каркару из кори ком и ком ком бар и бала бар и бал хоох якоос йхоох на яки боло в коло в на выбыс выбы в на выбы выболь в быс выбольных выбольных выбольных выболь 

the said note is fully paid, the following sums-

and note is fully paid, the following sums.

In amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a nonthly charge (in lice of a mortgage insurance premium) if they are held by the Secretary of Housing and Divian Development, as follows.

(D) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accomplate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations (hereunder, or

(1) If and so long as said note of even date and this instrument are held by the Secretar, of Housing and Urban Development, a monthly charge (in lice) of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1-12) of one-half (1-2) per centum of the average outstanding balance due on the note computed without taking into account delarquencies or prepayments,

- (b) A sum equal to the ground rents, if any, next doc, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the north-good property, plus taxes, and assessments next due on the mortgaged property tell as estimated by the Mortgaged property all some already paid therefor divided by the number of entitle to elapse before one month prior to the date when such pround rents, premiums, taxes and assessments well become delinquent, such some to be held by Mortgager in trust to pay said ground rents, premiums, takes and a cial assessments, and
- 1426 c and 5, coal assessments, and

  7.7 All payments arbitroned in the two preceding solesections of this paragraph and all payments to be made under the note secured by many shall be added together and the apprepare amount thereof shall be paid by the Mortgager each month in a single payment to be applied by the Mortgager to the following items in the order set forth.

  (I) premium angles under the contracted insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be.

  (II) ground reals, c. any, taxes, special assessments, fire, and other hazard insurance premiums, (III) interest on the note secured hereby, and (IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made pool by the Mortgagor prior to the due date of the next sull, sayment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four conts (4) for each dollar (\$1) for each payment more than lifteen (15) days in arrears, to cover the extra expense my lived in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection third the preceding paragraph shall exceed

If the total of the payments made by the Mortgagor undersubsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground reads, taxes, and assessments, or insurance premiums, as the case may be, such excess, it his loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground reads, taxes, and assessments, or insurance premiums as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Morgager any amount necessary to make up the deficiency, on or before the date when payment of such ground tents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgager in a condance with the provisions of the note secured hereby, full payment of the entire indebtedness, repassonted thereby, the Mortgagor shall, in computing the amount of such indebtedness, credit to the account of the sortyagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor all payments made under the Provisions of amount of such indebtedness, credit to the account of the mertyagor all payments more under the provisions of subsection (a) of the preceding paragraph which the Mortgage as not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining it, the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a defoult under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, as if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsention of the commencement of the numerical under subsention (b) account of the commencement of the numerical under the constant of the numerical under under the constant of the numerical under under the property is otherwise account of account the amount of contract the numerical under the numerical under the property is otherwise account of account the amount of contract the numerical under the numerical under the property is otherwise accounted account the amount of contract the numerical under the numerical under the property is otherwise accounted accounted the amount of contract the numerical under the numeric section (b) of the preceding paragraph as a credit against the amount of trine pat then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection or of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness admissed the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and profits now due or which may here iter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter crected on the nortgaged property, in-sured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgager and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been midd hereinbefore.

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 au coazed 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 90 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 90 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

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here by 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, shalf, at the election of the Mortgagee, without notice, become immediately due and payable.

Property of Coop County Clerk's Office

Aug Sarat

1988 BB

## UNOFFICIAL CORY

MORTGAGE RIDER

This Rider, dated the 16TR day of DECEMBER, 1986, amends the mortgage of even date by and between LINDA J. HOLMES AND EUGENE F. HOLMES, the Mortgagor, and INDIANA TOWER SERVICE CORPORATION, the Mortgagee, as follows:

- 1. Subsection (A) of paragraph 2, Page 2 is deleted.
- 2, Subsection (C) (I) of paragraph 2, Page 2 is deleted.
- 3. In the third sentence of Paragraph 3, Page 2, the words "all payments made under the provisions of (A) of paragraph 2, Page 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and and Urban Development and " are deleted.
- 4. The fourth sentence of paragraph 3, Page 2 is amended by invertion of a period after "...then remaining unpaid under said note" and deletion of the remainder of the sentence.
- Paragraph 7, Page 2 is amended by the addition of the following.

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance remium to the Department of Housing and Urban Levelopment."

Also:

The Mortgagee shall, with the prior approval of the federal Housing Commissioner, or his Designee, declare all sums secured by this Mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (brain than by devise, descent of operation of law) by the Mortgagor, pursuant to a contract of sale executed let later than 24 months after the date of execution of this Mortgage or not later than 24 months after the date of a prior transfer of the property subject to this Mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the commissioner.

IN WITNESS WHEREOF, LINDA J. HOLMES AND EUGENE F. HOLMES has set his hand and seal the day and year aforesaid.

LINDA F. HOLMES (SEAL)

STATE OF SS:

COUNTY OF CAR

I. Auf A Car File

in and for the county and State aforesaid, Do hereby Cortify that

In and for the county and State aforesaid, Do hereby Cortify that

known to me to be the same person whose name

subscribed to the foregoing instrument, appeared before me this day in

person and acknowledged that

livered the said instrument as

livered the said instrument as

livered the said instrument as

livered the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

[Heat 00]

1 1 00 10011

Movery Public

## UNOFFICIAL COPY

6-612283

(a) Fig. 1. The state of the

in the second of the control of the Second o

er in the control of the control of the control of

the day of the second process of the process

1400 MAIL

ing the state of t

8661