VA FORM 26-6310 (Home Loan) Rev. August 1981. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association

564-939

ILLINOIS

## **MORTGAGE**

44-22657-8

THIS INDENTURE, made this

15TH

DE CEMBER day of

86 between

CARLOS BRADLEY AND JILL C. BRADLEY, HUSBAND AND WIFE

3650 SOUTH KING DRIVE, CHICAGO, ILLINOIS

, Mortgagor, and

1ST STANDARD MORTGAGE CORPORATION 2100 SOUTH INDIANA, CHICAGO, ILLINOIS a corporation organized and existing under the laws of THE 60616 THE STATE OF ILLINOIS · 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

SIXTY SIX THOUSAND FIVE HUNDRED AND NO/100

Dollars (\$ 66,500.50) rayable with interest at the rate of NINE

ner centum ( 9.000%) and made payable to the order of the Mortgagee at its office in 9.000%) per annum on the unpaid balance until paid, CHICAGO, ILLINOIS 60616 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

FIVE HUNDRED THIRTY FIVE AND 07/100

Dollars (\$ 535.07) beginning on the first day of FEBRUARY, 19 87 and continuing on the first day of each month the reafter 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 JANUARY, 2017

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 coverants 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 COOF State of Illinois, to wit:

LOT 2 IN D. HARRY HAMMER'S SUBDIVILION OF WEST 165 FEET OF THE EAST 330 FEET OF THE SOUTH 205 FEET (EXCEPT THE SOUTH 33 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, FANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID OT THAT PART THEREOF TAKEN AT P. NOIS. 86613518 OR USED FOR ALLEY PURPOSES), IN COOK COUNTY, JELINOIS.

tuo no 17-34-312-081

COMMONLY KNOWN AS: 3650 SOUTH KING DRIVE CHICAGO, ILLINOIS 60653

TOCETHER 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;	 		 

ings, 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 loveclosing this mortgage.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale, and decree: (1) All the costs of such suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of citle; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to 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 Mortgagor will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgagor, 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 extension of the time of payment of the ideal 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.

If the indebteur-as accured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulation, igneed 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 instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

THE COVENANTS HERE'S CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and sasigns of the parties hereto. Wherever used, the singular number shall include the plural the singular, and the term 'Mortgagee' shall include any payee of the indebtedates hereby secured or any transferee thereof whether by operation of law or otherwise.

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VMP-3 (IL) COMBOLIDATED BURINESS FORMS, INC. MY. CLEMENS. M 1949	Cle	of , page	and duly recorded in Book	day of	County, Illinois	Filed for Record in the Recorder's Office of	Doc. No.		70		Mortgage	STATE OF ILLINOIS	
ongna foro	85 7000	3.H	Z Z	707	iois,	3		The same		T N AST AN	IL 6061 DARD MOR	CHICAGO, RECORD A IST STAN	
This instrument was prepared by:  Given under my hand and Notarial Seal this   2   4   4   4   4   4   4   4   4   4													
I, Cartify That CARLOS BRADLEY  JILL C. BRADLEY  authorses the foregoing instrument as ALL of the and voluntary act for the the same person whose that THEY signed, sealed, and delivered the said instrument as ALL it is day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as ALL.  that THEY signed, sealed, and delivered the said instrument as ALL.  the and purposes therein set forth, including the release and waiver of the light of homestead.													
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## UNOFFICIAL COPY

- (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:
  - 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, Mortgagor 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 expense 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.

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 Mortgagee as Trustee for ground 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 Mortgagee'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 thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to 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.

As Additional Security for the payment of the indebtedness aforesaid 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. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, borness and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rent, revenues or royalties to the owner of the indebt-

edness secured hereby.

Mortgages may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgages and the policies and renewals thereof shall be held by the Mortgages and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgages. In event of loss Mortgagor will give immediate potice by mail to the Mortgages, 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 Mortgage's instead of to the Mortgagor and the Mortgages jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgages at its option either to the reduction of the indebtedness hereby secured or to the textoration 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.

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 Mortgages, without notice, become immediately due and payable.

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 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 then be occupied by the owner of the equity of redemption, as a homestead, 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.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable aum shall be allowed for the solicitor's fees of the complainant and for 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 proceed-

rents, premiums, taxes and assessments.

sasesaments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground months to elapse before one month prior to the date when such ground rents, premiums, taxes and which the Mortgagor is notified) less all sums already paid therefor divided by the number of and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and

as hereinalter stated, on the tirst day of each month until the said note is fully paid, the following sums:

of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust Together with, and in addition to, the monthly payments of principal and interest payable under the terms

whichever is earlier.

date, need not be credited until the next following installment due date or thirty days after such prepayment, 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

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thereof to satisfy the same.

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collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the ment, or tax lien upon or against the premises described herein or any part there of the validity thereof by situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by that the Mortgagee shall not be required nor shall it have the right to pay, discharge or remove any tax, assess-It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding),

In no event shall the maturity extend beyond the ultimate maturity of the note first described above. ments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (50) days after demand by the creditor. the rate provided for in the principal indebtedness and shall be payably in approximately equal monthly paythereby were included in the note first described above. Said supplemental note or notes shall bear interest at or repair of said premises, for taxes or assessments against the lame 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 for the sum or sums advanced by the Mortgagee for the altera ner, modernization, improvement, maintenance,

Upon the request of the Mortgagee the Mortgagor snall e tecute and deliver a supplemental note or notes

Mortgagor,

shall bear interest at the rate provided for in the prin drast 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

and any moneys so paid or expended shall become to much additional indebtedness, secured by this mortgage, to the property herein mortgaged as may reas in ably be deemed necessary for the proper preservation thereof, the Mortgagee may pay such taxes, assessment, and insurance premiums, when due, and may make such repairs incumbrance other than that for taxes or sases ments on said premises, or to keep said premises in good repair, In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or

may be required by the Mortgagee. insured for the benefit of the Moi gage in such type or types of hazard insurance, and in such amounts, as cient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum suffiany tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any lien of mechanics rien or material men to attach to said premises; to pay to the Mortgagee, as hereinafter may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that

AND SAID M. RTGAGOR covenants and agrees:

and benefits the said Mortgagor does hereby expressly release and waive. 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 To HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said

## OF FAMILANDER OF Y I Assignment of Rents

15TH DECEMBER 86 day of , 19 THIS 1-4 FAMILY RIDER is made this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to (the "Lender") 1ST STANDARD MORTGAGE CORPORATION

of the same date and covering the property described in the Security Instrument and located at:

3650 SOUTH KING DRIVE, CHICAGO, ILLINOIS

17~34-312-081

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORLINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS DISURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shell mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrover unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lend'er or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all r.nts received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the trinant.

. Borrower has not executed any prior assignment of the rents rate has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other light or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any notion agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke an, of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

	Canla Bru	41	(Seal)
	CARLOS BRADLEY		-Borrower
_	- All GI - Willia		(Scal)
	JILL C. BRADLEY HIS	WIFE	-Borrower
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<u>-</u>		#4378 # C * *3.	
			Borrower

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