#### **MORTGAGE**

This form is used in cognection with mortgages, insured under the one- to four-family provisions of the National Housing Act.

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THIS INDENTURE, Made this20 day of DECEMBER	, 19 85, between
LEONARD MACOMBER AND ELEONORE D. MACOMBER, HIS WIFEMANUFACTURERS HANOVER MORTGAGE CORPORATION	, Mortgagor, and
a corporation organized and existing under the laws of THE STATE OF DELAWARE	
Mortgagee.	in the second se
WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is ev	idenced by a certain
promissory note bearing even date herewith, in the principal sum of TWENTY SEVEN THOU	SAND SIX HUNDRED
SIXTY TWO AND NO/100THS	Dollars
(\$ 27,662.00)	State of the state of
payable with interest at the rate of TEN AND ONE-HALF per cent	um (10.500 %)
per annum on the unpaid balance until paid, and made payable to the order of the Mortgag	ee at its office in
FARMINGTON HISS, MICHIGAN or at such other pladesignate in writing, and delivered; the said principal and interest being payable in month	ce as the holder may
designate in writing, and delivered; the said principal and interest being payable in mont	nly installments of
TWO HUNDRE! FIFTY THREE AND 04/100THS	d a like sum on the
first day of each and e e y month thereafter until the note is fully paid, except that the final	payment of principal
and interest, if not sooner reid, shall be due and payable on the first day of JANUARY. 2	
NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the smoney and interest and the performance of the covenants and agreements herein contained	does by these nes-
ents MORTGAGE and WARRAN, into the Mortgagee, its successors or assigns, the following	wing described Real
Estate situate, lying, and being in 'ne county ofCOOK	and the State of
Illinois, to wit:	
LOT 16 IN BLOCK 6 IN SHONTS AND DRAKES ADDITION TO CHICAGO, A	
SUBDIVISION IN THE NORTH E ST QUARTER OF THE NORTH EAST QUARTE	
OF THE NORTH EAST QUARTER OF SECTION 28, ALSO OF BLOCKS 5 AND	
IN MORTON PARK, A SUBDIVISION IN THE NORTH EAST QUARTER OF SE	CTION 28,
TOWNSHIP 39 NORTH, RANGE 13, LAST OF THE THIRD PRINCIPAL MERIL	DIAN, IN
COOK COUNTY, ILLINOIS. 4822 12. 24 % Sd	
The second second to the second secon	
P.I. #16-28-214-026	
THE POSITION WAS PREPARED BY THE TANKE	
THIS DOCUMENT WAS PREPARED BY: RENAE KINNE	
MANUFACTURED NAVOUS A MODERACE CORPORAS	מחדים
MAIL TO MANUFACTURERS HAND 2R MORIGAGE CORPORAL 3051 OAK GROVE ROAD, SULTE 110	
DOWNERS GROVE, IL 60515	
DOWNERS GROVE, IL 60515 TOGETHER with all and singular the tenements, hereditaments and positional for the nur	unto belonging, and

TOGETHER with all and singular the tenements, hereditaments and specificances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every tind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixture, i., or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, tine, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and extures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set fort), free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of In..................... 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 nuthority 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 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.

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (l), 203 (n) and 245. (Reference Mortgagee Letter 83-21) (9/83)

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# 86000608

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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.

AND 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 THEP. SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sa's made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and convey nee, 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 (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall there by 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 Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor here'y 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 to 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 small 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 flural the singular, and the masculine gender shall include the feminine.

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

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LEO	NARD MACOMBER	anko	_ [SEAL]EI	LEONORE E . A	COMBER	ESEAL
			_[SEAL]		<u> </u>	[SEAL]
ETATE OF	LLINOIS			· · ·	<u> </u>	·
COUNTY	Con	<b>K</b> .	ss:		Ox	
	THE UNDERSIGN Do Hereby Certif		RD MACOMBER	a notary public,	in and for the	unty and State
person who	acknowledged the clustery act for th	RE subscri	bed to the forego ned, scaled, and	delivered the sai	appeared before d instrument as	me this day in THEIR
GIVEN	i under my hand ar	d Notarial Seal thi	· 20774 (	day OF R	teempel.	A. D. 19 85
M4 Commi	is Expiaes	4/17/89	A	emes &	tobbe, N	otary Public
DOC. NO.		Filed for Record	i in the Recorder's	s Office of	U	
	•	County, Illi	nois, on the	day of		A.D. 19
at	o'clock	m., and du	ily recorded in Bo	ok of	P	ige
			· <u></u>			

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That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay-

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

A cam squal to the ground sents, it say, next due, plus the premiums that will next become due and payable on a manufactor of the ground sents, it say, next due, plus the premiums that will next become due and payable on the inortance of the base said state and sessesments next due on the inortance of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments in the presents; and special assessments; and special assessments; and however, and special assessments; and payments to be made under the note secured the shortance of the date will become delinquent, such sunsection of the paragraph and all payments to be made under the note secured the shortance of the date of the payments and the sagnegate of the same shortance premiums.

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(I) gnound rents, if any, taxes, special sasesments, tire, and other hazard insurance premiums; (II) snortzaston of the principal of the said note.

Any deficiency in the mount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the duc date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "tot charge" not to exceed four cents (\$4) for each dollar (\$1) for each payment more than fifteen (15) days in streams, to cover the extra expense involved in handling delinquent payments.

the amount of principal then remaining unpaid under study rote; belance then cometains in the funds accumulated ur der subsection (s) of the preceeding paragraph as a credit against shall apply, at the time of the commencement of or an proceedings or at the time the property is otherwise acquired, the sale of the premises covered hereby, or if the Mortgages acquires the property otherwise after default, the Mortgagee ansequent payments to be nade by the Mortgagor, or retunded to the Mortgagor, it, nowever, the monthly payments made by the Mortgagor, or heaction (s) of the preceding paragraph shall not be sufficient to pay ground tents, taxes, and savable, then the same shall become due and payable, then payment of such ground tents, or insurance premiums, as the case may be, when the deficiency, on or before the date when the Mortgagor shall, taxe, assessments, or insurance premiums shall be due, it at any time the Mortgagor shall taxe, are seements, or insurance premiums shall be due, it at any time the Mortgagor and the same that the provisions of such indebtedness, credit to the indebtedness in succ. de...ce with the provisions of the note secured hereby, tull payment of the entire and the same shall be a default, in a number any of the provisions of subsection (s) of the provisions of such indebtedness or a subsection (s) of the provisions of the mortgage resulting in a public the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public the preceding paragraphs. If there shall be a default under any of the provisions of this mortgage resulting in a public the preceding paragraphs of the provisions of the Mortgage resulting in a public the preceding paragraphs. If there shall be a default under any of the provisions of this mortgage resulting in a public table of the preceding paragraphs. Or if the Mortgages securices the provisions of the Mortgages resulting in a public table of the provisions of this mortgage resulting in a public table. The mortgage resulting the Mortgages the amount of the ...y ..ents actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case it by equally made by the loan is current, at the option of the Mortgagot, shall be credited on absequent payments to be nade by the Mortgagot, or refunded to the Mortgagot, it, however, the monthly payments If the total of the preceding paraments made by the Mortgagor under subsection (s) of the preceding paragraph shall exceed

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgages all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgages as may be required by the Mortgages and other hazards, casualties and contingencies in such amounts and for such preciods as may be required by the Mortgages and will pay prompting contingencies in such amounts and insurance provision for pay near of which has not been made hereinbefore.

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. All insurance shall be carried in companies approved by the Marigagee and the policies and renewals thereof shall be held by the Marigagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Marigagee. In event of loss Marigagee and have attached to he may make proof of loss if not made promptly by Marigageo, and each insurance come any concerned is hereby authorized and directed to make payment for such loss directly to the Marigagee instead of the Marigageo and the Marigageo inclead by the Marigageo and the Marigageo instance comment for such loss directly to the Marigagee instead of the Marigageo and the Marigageo in the marigageo and the Marigageo in the marigage of the marigageo in the marigageo of the marigageo and the marigageo of the marigageo or of the marigageo or of the marigageo of the marigageo or of the marigageo or of the marigageo of the marigageous of t

THAT if the premises, or any part thereof, be condemned under any power of emin and 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 Mortgage to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on action it of the indebtedness secured hereby, whether due or not

Housing Act is due to the mortgages's failure to remit the mortgage insurance premium to the Department of Housing This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing and Urban Development dated subsequent to the SIXTIETH time from the date of this mortgage, declaining 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 THE MORTCACOR FURTHER AGREES that should this mortgage and the note secured to the date here it within SIXIX.

SIXIR IN STACKOR FURTHER AGREES that it is a secure or authorized agent of the Secretary of the Sec

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 attpulated, 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 Urban Development.

AND IN THE EVENT That the whole of said debt is declated to be due, the Mortgagee shall have the tight 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 equity of redemption, as a more state an order placing the Mortgagee in possession of the premises, or appoint a receiver for the rents, issues, 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 such condent place. The rents is premises during the formation of the premises of the place of the premises of the said premises during the permanent of the indebted the property of such formation is and such feeling that, it are established. The major of the payment of the indebted the property of such feeling that it are considered to a said such such that it is a series of the said premises during the feeling of the payment of the indebted that is a such such that it is a such that the premise of the property.

#### RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between LEONARD MACOMBER AND ELEONORE D. MACOMBER HIS WIFE , Mortgagor, and MANUFACTURERS HANOVER MORTGAGE CORPORATION, A DELAWARE CORPORATION, Mortgagee, dated <u>DECEMBER 20</u> 19 85 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

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:

- (a) Is im equal to the ground rents, if any, next due, plus the premiurs 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) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date then such ground rents, premiums, taxes and assessments will proome delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby will be added together and the aggregate 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) ground rents, if any, trans, special assessments, fire, and other hazard insurance premiums;
  - (II) interest on the note secured hereby; and
  - (III) amortization of principal of the said note.

Any deficiency in the amount of any sur, 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 Mortgagee may collect a "late (harge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra repense 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 paymen's actually made by the Mortgagee 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, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, 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 Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. 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 shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated 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 Mortgagee acquires the property otherwise after default, the Mortgagee

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RIDER TO STATE OF RELEWOIS MORTGAGE HUD-92116M (5-80)

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	Worldstone Telephone Worldstone Telephone Tele	
	olusinh Lucion	i nieur

Dated as of the date of the mortgage referred to herein.

The world finds uses and made out the control of th This option may not be exercised by the Nortgagee when the includibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit

S. Page 2, the penultimate paragraph is amended to add the following

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 recedit against the amount of principal then remaining paragraph as a credit against the amount of principal then remaining unpaid under said mote; and

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