FWMC#267563 Institutionality to far also for the

## OFFICIAL C MORTGAGE ortugge insuration programs under Islane 203 (b), 203 (l), 203 (n), and &, (Reference Mortugge Latter 83-21)

14.4131:419401-203b mortages insured under the one to four family provisions of the National Housing Act

THIS INDENTURE, Made this

day of January

, 19 86, between

Jerome J. Blazek and Janice G. Blazek, his wife First Western Mortgage Corporation,

. Mortgagor, and

a corporation organized and existing under the laws of the State of Illinois Mortgagee.

86004961

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 Nine Thousand Two Hundred Fifty and no/100ths-----**(\$** 89,250.00

ten and one half per centum ( payable with interest at the rate of per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in or at such other place as the holder may Palatine, Illinois designate in ording, and delivered; the said principal and interest being payable in monthly installments of Eight Hundred Sixteen and 41/100ths----- Delians , 1986 , and a like sum on the March ) on the first day of 816.41 (\$ 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 some paid, shall be due and payable on the first day of February, 2016.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARPANT unto the Mortgagee, its successors or assigns, the following described Real and the State of Estate situate, lying, and being in the county of Illinois, to wit:

Lot 25 in Block 14 in Winstin Fark Northwest Unit Number 1, being a subdivision in Section 13, Township 42 North, range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 30, 1957, as Document Number 16972096 in Cook County, Illinois.

Permanent Tax I.D.#02-13-408-004-0000

Prepared by and Mail To: Linda Scherrer

540 North Court,

60067 Palatine, Illinois

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

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and cixtures, and the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set with, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of illinois, which said rights the and Mortgagor does hereby expressly release and waive. TO HAVE AND TO HOLD the above-described premises, with the appurtenarchs and fixtures, unto the said

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said promises, 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 he make 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 tuxes or assessments on said premises, or to keep said premises in good repair, the the Murtgagee may pay such tuxes, 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 puid 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 mortsage insurance programs under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortsages Letter 83-21) (9/83)

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AND the said Mortgagor further covenants and agrees as follows

"Privilege is reserved to pay the debt, in whole or in part, on any installment

due date."

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) 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 takes and assessments next due to the mortgaged property (all as actimated by the Mortgaged) less all sums stready paid therefor divided by the number of months to stapes before one month prior to the date when such ground rents, premiums, taxes and sissessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and social assessments and

sessments will become delinquent, such sums to be need by mortgages in trust to pay seek growing texts and special assessments; and All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the mote occurred hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following stems in the order set forth:

(I) ground rents, if any, taxes, special 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 emount of any such 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 Mortgager may content a "late charge" not to exceed four cents (4+) for each dollar (81) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (s) of the preceding paragraph shall exceed the amount of the pryments actually made by the Mortgages 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 premiums, as the c2/2 may be, such excess, if the loan is current, at the option of the mortgagor, shall be directly aubsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (4) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or brance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the lightgages any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, as a samessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgages, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgages 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(s) of the preceding paragraph. If there shall be e default under any of the provisions of this mortgage resulting in a publicable of the premises covered hereby, or if the Mortgages acquires the property otherwise after default, the Mortgages 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 accumu ated under subsection (a) of the preceeding paragraph as a credit against the amount of principal then remaining unpaid and a raid note.

AND AS ADDITIONAL SECURITY for the jay next of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and or offits 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, 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 nay be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision ico-rayment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the detgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss pays of a clauses in favor of and in form acceptable to the Mortgages. In event of loss Mortgagor will give immediate nutice by mall 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 Mortgagee instead of to the Mortgager and the Mortgagee instead of to the Mortgager and the Mortgagee instead of the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration 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.

The Tiff the premises or any cert thereof, he condemned under any power of existent domain, as nonvived for

THAT if the premises, or any part thereof, be condemned under any power of eniment domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to he extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby essigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-mess secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secure Fereby not be eligible for insurance under the National Housing Act within 60 days from the date here it 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 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such inaligibility), whe Mortgages or the holder of the note may, at its option, declare all sums secured hereby immediately due and This option may not be exercised by the mortgages when the ineligibility for insurance under the National housing Act is due to the mortgagee's failure to temit the mortgage insurance premium to the Department of Housing and Urban Development.

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

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgages shall have the right immediately to foreclose this mortgage, and upon the (iling of any bil) for that purpose, the court in which such 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 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, 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 deliciency, 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. ness, costs, taxes, insurance, and other items necessary for the projection and preservation of the property.

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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 THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any se's made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising. sale, and con e, a ce, 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 ther up paid to the Mortgagor.

If Mortgagor shall pay early note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the cover in's and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) dees after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgages to any successor in interer? 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, successions, 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 first written.

JEROME J.	SIJAZEK S	[SEAL]_ [SEAL]_	JANFOE G.	NAZEK	[SEAL]
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