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MORTGAGE

This form is used in cognection with mortgages insured under the one to four family provisions of the National

8501300

day of JANUARY THIS INDENTURE, Made this 17TH day of JANUA HENRY E. FINLEY AND CHERYL FINLEY, HUSBAND AND WIFE

, 19 B,6 between

PRAIRIE STATE MORTGAGE CO., INC.

a corporation organized and existing under the laws of THE STATE OF ILLINOIS Mortgagee.

86026640

. Mortgagor, and

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

TWENTY NINE THOUSAND FOUR HUNDRED AND NO/100---(\$ 29,400.00)

payable with interest at the rate of TEN & ONE HALF per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in WESTCHESTER, ILLINOIS 60153 or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of TWO HUNDRED SIXTY EIGHT AND 93/100---268.93) on the first day of MARCH , 19 86, and 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 mad, 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 WARRAN, 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: 16-09-315-093-1007

CESEE ATTACHED RIDER.

RECORD AND RETURN TO:

PREPARED BY: PAULA DZINGELESKI

County PRAIRIE STATE MORTGAGE CO., INC. 1127 SOUTH MANNHEIM RD., STE.103 60153 WESTCHESTER, ILLINOIS

WESTCHESTER, IL 60153

TOGETHER with all and singular the tenements, hereditaments and opportenances 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, title, 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 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 Limbs, 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 here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said prem-ises, 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 safe 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.

STATE OF ILLINOIS HUD-92116M (6-80)

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AND IN THE EVENT that the whole of said deer is declared to be due, the Mortgagod 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 Mortgugor, 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 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.

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, at a lso 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 hereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys of sclicitors 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 adectedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL PE 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 suit or suits, advertising, sale, and conveyance, 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 acrtgage with interest on such advances at the rate set forth in the note secured hereby, from the time such business 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 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 agricements 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 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 Mortgagee to any successor in interest of the Mortgager 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.

11.

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

HENRY E. FINLEY	[SEAL]('K(linstenle	[SEAL]
HENRY E. FINLEY	CHERYL [SEAL]	MINITELYHIS W	TE SEAL
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STATE OF ILLINOIS		3	
country of Supar	ge		
1, the unic	kersegned, and	stary public, in and fo	r the county and State
aforesaid, Do Hereby Certify Tand CHERYL FINLEY	That HENRY E. FINLEY	ife, personally known	.(;)
•	subscribed to the foregoing	· · · · · · · · · · · · · · · · · · ·	•
person and acknowledged that T free and voluntary act for the u of homestead.	HEY signed, sealed, and deli- ses and purposes therein set forth, i		
GIVEN under my hand and I	Notarial Seal this 17th da	January rketh a Gu	, A. D. 1986
	Elija	rkute a Gu	the C
	U		Notary Public
DOC. NO.	Filed for Record in the Recorder's Of	ffice of	
	County, Illinois, on the	day of	A.D. 19
o'clock 16-09-315-093-1007	m., and duly recorded in Book	of	Page
COMMONLY KNOWN AS: 101 N. PINE COURT - CHICAGO, ILLINOIS 6	UNIT 1D		***************************************

terest thereon, shall, at the ele

ceding paragraph.

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgages, and the Mote satisfied by the Mortgages to the Mortgages and shall be paid forthwith to the Mortgages to the Mortgages accured hereby, whether due or not.

TAAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

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 mortgaged property in extinguishment of the 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.

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 ano is form acceptable to the Mortgages. In event of loss Mortgagor, and each insurance company concerned is hereby sufficienced and directed to make payment for such loss directly to the Mortgages instead of to the Mortgagor and the Mortgages directed to make payment for such loss directly to the Mortgages instead of to the Mortgagor and the Mortgages.

THAT HE WILL KEEP the improvements now existing or herested or the mortgaged property, insured as may be required from time to time by the Mortgages against loss by the Mortgaged on such amounts and for such periods as may be required by the Mortgaged and will pay promptend contingencies in such amounts and for such periods as may be required by the Mortgaged and will pay promptend contingencies in such amounts and for such insurance provision for payment of which has not lee, made hereinbefore.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness soforesaid 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 hereinshove described.

of subsection (b) of the preceding paragraph. If there remaintain the tunds accumulated under the provisions of subsection (b) of the preceding paragraph. If there is default under any of the proceedings of the proceedings of the precedings of the proceedings of the proceedings of the proceedings of the preceding paragraph as a credit against the amount of principal then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note such subsection (a) of the preceding paragraph.

of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions

If at any time the Mortgagor shall tender to the Mortgage, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgages shappened and indebtedness, credit to the account of the Mortgagor sh payments made under the provisions of amount of such indebtedness, credit to the account of the Mortgages shi payments made under the provisions of authentically of the preceding paragraph which the Mortgages has not become obligated to pay to the Secretary of Mortgages and University and Unive

or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due.

If the total of the payments made or the Mortgager under subsection (b)of the preceding paragraph shall exceed the total of the payments made or the Mortgager to the mount of the payments actually made or deficient is current, st the option of the Mortgager, shall be credited on subsequent payments to be made by the Mortgager, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor inder subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance promisions, as the case may be, when the same shall become due and payment of such straining paragraphs shall not be sufficiently on and payments the Mortgagor shall pay to the fold-straining paragraphs on the Mortgagor shall pay to the fold-straining shall be due.

Any deliciency in the smoon of any such aggregate monthly payment shall, unless made good by the Mortgager price to the due date of the next a cob payment, constitute an event of default under this mortgage. The Mortgages may collect a "late charge" not to ex.ec. four cents (4¢) for each dollar (51) for each payment more than titteen (15) days in streets, to cover the extra expens? Involved in handling delinquent payments.

(c) All payme its mentioned in the two preceding subsections of this paragraph and all payments to be made under the note sector 4 'sraby shall be added together and the aggregate amount thereof shall be added together and the added together and the sector amount in 4 "includent to be applied by the Mortgages to the following items in the order set forth:

(I) premity of finding and the contract of insurance with the Secretary of Housing and Urban Development, or month in 4 "in and or mortance with the Secretariary of Housing and Urban Development, or monthly of in its of mortgage insurance with the Secretariary of Housing and Urban Development, or ingression of mortgage insurance premiums; (II) premium "..., it say, taxes, special assessments, fire, and other hazard insurance premiums; (IV) anottiseston the principal of the said note.

A sum equal to the ground rents, it say, next due, plus the premiums that will next become due and payable on policies of the ground rents, it say, next due, plus the premiums that will become defined on the mortgaged property (all as estimated by the Mortgages) less all summa thereby paid therefor divided by the number of months to elapse before one month prior to the december of months to elapse before one month prior to the december of months to elapse before one month prior to the december of months to elapse before one month prior to the december of months to elapse the manual transfer of months to elapse the manual transfer of months to elapse the months of the months to be being the months of the mon

(a) As amount sufficient to provide the holder hereby are insured, or a monthly charge (in lieu of a mortgage insurence premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium if they are held by the Secretary of Housing and Urban Development, as follows;

(i) If and so long as said note of even date and this instrument are insured or the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to prior to its due date the annual mortgage insurance premium; in order to provide such holder with funds to 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 Secretary of Housing and Urban Development pursuant to the Secretary of Housing and Urban Development pursuant to the Secretary of each date and Urban Development, a monthly or charge (in lieu of a mortgage insurance premium) which shall be in an amount of Development, a monthly or centum delia instrument are held by the Secretary of Housing and Urban Development, a monthly or charge (in lieu of a mortgage insurance premium) which shall be in an amount of the secretary of Housing and Urban Development, a monthly or centum delia instrument are held by the Secretary of Housing and Urban Development, and the decretary of each of a mortgage insurance outstanding balance due on the note companied without taking into account delinquencies or prepayments;

(b) A sum equal to the Secretary, or most due, plus the premium that will next become due and payable on

INSTALL MENT DUE DATE and in addition to, the monthly payments of principal and interest payable under the terms of the note is fully paid, the following sums:

INSTALL MENT DUE DATE

INSTALL MENT DE DATE

INSTALL MENT DUE DATE

WONTER THE STATE OF THE PROPERTY OF THE PROPER

AND the said Mortgagor further covenants and agrees as follows:

THE MORTGACOR FURTHER AGREES that should this motigage and the note secured hereby not be slighble for insurance under the National Housing Act within 60 DAYS from the date hereof (written statement of the Department of Housing and Urban Development deted subsequent to the 10 DAYS from time from the date of this mortgage, declining to insure said note and this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgages of 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 accured hereby for a period of thirty (30) days after the 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-

(08-9) W91126-Q0H

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immediately due and payable.

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UNIT 1D AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL: LOT 25 (EXCEPT THE NORTH 1 FOOT THEREOF) AND ALL OF LOT 26 IN BLOCK 2 IN CRAFT'S ADDITION TO AUSTINVILLE BEING CRAFT'S SUBDIVISION OF THE WEST 36 1/4 ACRES OF THE SOUTH 43 3/4 ACRES OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY DIANE WISKES, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 21086659 TOGETHER WITH ITS UN-DIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL SAID

OF COOK

COUNTY CIERTS

OFFICE ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

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COOK COUNTY CLOTH'S OFFICE AMB SECTIONS IN SAUD PECLARATION AND SUPPLIE IN COOR CORNEY, ILLUNDIE.

PE026640

THIS CONDOMINIUM RIDER is made this day of .19 86 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

PRAIRIE STATE MORTGAGE CO., INC.

(the "Lender")

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

101 N. PINE COURT - UNIT 1D, CHICAGO, ILLINOIS 60644 [Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMISTOM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Le a r Jurther covenant and agree as follows:

- A. Condominam Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium (roject; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Horrower shall promptly pay, when due, all does and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance so long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," them
- (i) Lender waives the provisio on Umform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Horrower shall give Lender prompt notice of roy lapse in required hazard insurance coverage. 50 FZ 58 IM 12 In the event of a distribution of hazard insu an e-proceeds in lieu of restoration or repair following a loss to the

Property, whether to the unit or to common elements, any proceeds payable to Horrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Securary Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance, Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable 1) form, amount, and extent of coverage to I ender.
- D. Condemnation. The proceeds of any award or claim for a mages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to I ender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance on eage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secure. Use the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BULOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

16-09-315-093-1007

HENRY E. FINLEY

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WID - 8

or

MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3140 12/83

14.25

CONSCIENATED BUSINESS FORMS, INC., NE CLEMENS, MICHIGAN 48046 (313) 792 4 782

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