UNOFFICIAL COPY

State of Illinois

Mortgage

16			
AKT	Case	No,:	

-86-027453

131:4254944-503B

-Dollars (\$602,18----)

This Indenture, Made this	10th day of		, between
INDEPENDENT TRUST CORPORATION AS	TRUSTEE UNDER TRUST AGREE	EMENT DATED DECEMBER 5,	1985
KNOWN AS TRUST NUMBER 308		;-Mort	gagor, and
FLEET MORTGAGE CORP.	د جنامی اداری در انتخاب کا به اس به میزنی در در به در به در به		
corporation organized and existing under the laws	of the state of Rhode Isi	AND	
fortgagee.	•		
Witnesseth: That whereas the Mortgagor is justly ate herewith, in the principal sum of	indebted to the Mortgagee, as is eviden	iced by a certain promissory note be	earing even
58,543.00) FT TY EIGHT THOUSANI	ייים עול אולים אין האומים האומים אולי האומים האומים או	* 7.NTD - 810 / 1.00	Dollare
	per centum (12.0%) per annun		
syable to the order of the Mortgagee at its office i		and the second of the second o	
at such other place as the holder may designate in			

Now, therefore, the said Mortgagor, for the better sections 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 Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

paid, except that the final payment of p incipal and interest, if not sooner paid, shall be due and payable on the first day of

FEBRUARY , 19 86, and a like sum of the first day of each and every month thereafter until the note is fully

LOT 16 (EXCEPT THE NORTH 15 FEET THEREAT) ALL OF LOT 17 AND THE NORTH 5 FEET OF LOT 18 IN BLOCK 11 IN SECOND ADLITION TO WEST PULLMAN, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MORIDIAN, IN COOK COUNTY, ILLINOIS.

25-28-317-045

stallments of SIX HUNDRED NO AND 18/100----

12540 SOUTH UNION CHICAGO, IL 60628

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rope, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or nower, 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 state, 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 forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, 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 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.

86-027453

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.

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All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the rurch aser or grantee.

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

The Mortgagor further agrees that should this mo tgag, and the note secured hereby not be eligible for insurance under the National Housing Act within NINETY days from the date hereof) written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the NINETY days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, 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 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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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 Mortgager 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 ease 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 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 a tractact and examination of title; (2) all the moneys
advanced by the hort, agee, if any, for the purpose authorized in
the mortgage with interist on such advances at the rate set forth
in the note secured hereby from the time such advances are
made; (3) all the accrued procest 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 sine 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 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 Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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payment of which has not been made hereinbefore. bed brombild, when due, any premiums on such insurance provi for such periods as may be required by the Mortgages and will other hazards, casualties and contingencies in such amounts and from since to time by the Mortgages egeinst loss by the and to the That he will keep the improvements now extring of hereafter condition

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months inoniting payments thate by the Mortgagor under made by the Mortgagor for refunded to the Mortgagot, If, of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the options ground rents, taxes, and assessments, or inautance premiums, se amount of the payments actually made by the Mortgagee for subsection (b) of the preseding paragraph shall exceed the If the total of the payments made by the Mortgagor under

expense involved in handling delinquent peynomisers sites and moves of smootes fit eved (Ct) moulife and soom mount "ognation and the motion that the properties of the party due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the way deficiency in the amount of any such aggregate monthly nch to kied permittes, to rise to the Marthieun

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UNOFFICIAL OF ILLINOIS (FHA Case 10) 131:42549,44-503B

MORTGAGE HUD-92116M (10/85)

This rider attached to and made part of the Mortgage between INDEPENDENT TRUST CORPORATION AS TRUSTEE UNDER TRUST ACREEMENT DATED DECEMBER 5, 1985 KNOWN AS TRUST NUMBER 308 Mortgage, and FIEET MORKGAGE CORP.

Mortgagee, dated JANUARY 10, 1986 revises said Mortgage as follows:

1. Page 2, the fourth covenant of the Mortgage 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 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 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 when such ground rents, premiums, taxes and assessments will become delinguent, such sums to be held by Mortgages in the contract of the contrac delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured 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 Mortgagee to the Collowing items in the order set forth:
 - ground rents, if any, taxes, special assessments, fire, and other hazard
 - incursice premiums; ince est on the note secured hereby; and
 - amortize ion of principal of the said note.

Any deficiency in the amount 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 Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) 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 more by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance promiums, 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 increase may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortrage any amount necessary to make up the and assessments, or insurance premiums, as it case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgage any amount necessary to make up the deficiency, on or before the date when payment if such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Nortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured leteby, 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 in premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Nortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note. against the amount of principal then remaining unpaid under said note

2. Page 3, the third paragraph is amended to add the following suntence:

This option may not be exercised by the Mortgagee when the ineligibally for insurance under the National Housing Act is due to the Mortgagee's failure to comit the mortgage insurance premium to the Department of Housing and Urban Development.

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

All representations and undertakings of INDEPENDENT TRUST CORPORATION as trustee as aforesald and not individually are those of its beneficiaries only and no liability in resumed by or shall be asserted against the INDEPENDENT TRUST CORPORATION personally as a result of the signing of this instrument.

> STATE OF ILLINOIS SS. COUNTY OF COOK

(SEAL) INDEPENDENT TRUST CORPORATION AS TRUSTEE UNDER TRUST AGREEMENT DATED DECLIF - 7 5, 1985 KNOWN (SEAL) AS TRUST NUMBER 308 Mortgagor LAURIE WOLSKE

I, the undersigned in and for the County and State aforesaid, Do Hereby Certify That INDEPENDENT TRUST CORPORATION AS TRUST FOR TRUST AGREEMENT INTED DECEMBER 5, 1985 KNOWN AS TRUST NUMBER 308 his wife, personally known to me to be the same person whose name S are subscribed to the foregoing instrument, appeared before they

Assistant Trust Officer

me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 10th day January, A. D. 19 86

Karhupi lepikeuner Notary Public

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LAURIE WOUGKE resident trainers.

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ATTACHED HERETO AND MADE A PART HEREOF:

This MORTGAGE is executed by INDEPENDENT TRUST CORPORATION not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Independent Trust Corporation personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any convenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security herevocer, and that so far as the First Party and its sucessors and said Independent Trust Corporation personally concerned the legal holder or holders of said note and the owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lein hereby created, and guart.

Of Control in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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