711 HIGH STREET

X 51084867

· EARL R. SHOSTROM 2nd VICE PRESIDENT AND ASSOCIATE COUNSEL BANKERS LIFE COMPANY

MORTGAGE

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

DES MORNES, IONA 50307 THIS INDENTURE, Made this

day of JANUARY

, 19 86between

Kimberly K. Ward, a single person and Kevin D. Ward, a single person BANKERS LIFE COMPANY

, Mortgagor, and

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

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 Forty Nine Thousand Three Hundred and No/100...........Dollars (\$ 49,300.00)

per centum (10 %) per annum on the unpaid balpayable with interest at the rate of ten ance until paid, and made payable to the order of the Mortgagee at its office in Des Moines, Iowa or at such other place as the holder may designate in writing, and deliver-

ed; the said principal and interest being payable in monthly installments of Four Hundrad Thirty Two and 65/100......Dollars (\$, 19 86, and a like sum on the first day of each and every month thereafter until Marcl 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 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 resformance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARKANT 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:

PARCEL 1: Lot 6372 in Woodland Heights East Unit 13, being a Subdivision of Lots 6258, 6269 and 6270 of Woodland Heights Unit 13, a Subdivision in Sections 25, 26, 35 and 36, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Easements for ingress and egress for the benefit of Parcel 1 as set forth and defined in the Declaration recorded as Document Number 21397105.

1615W.mckoa.put. Strfamwood. IC 60100 06-25-316.039

TOGETHER with all and singular the tenements, hereditaments and arountenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of ever 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, 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 torch, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illine is, 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 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 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.

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IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here
IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here

In THE EVENT of default in making the due date thereof, or in section of any other covenant or

Serement berein stipulated, then the whole of said principal sum remaining unpaid together with accrued in
ferest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTOACOR FURTHER ACREES that should this mortgage and the note secured hereby not be eligible for insurence under the Department of Housing and Urban Development or suthorized agent of the Secretary of Housing and Urban Development dated subsequent to the SEBEED time from the date of this mortgage, declining to insure said note and this mortgage, declining to insure said note and this mortgage, declining to insure said note and this mortgage, declining to insure said note may, at its option, declare all sums secured hereby immediately due and beneby immediately due and due

ness secured hereby, whether due or not 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 Wote secured hereby remaining unpaid, are hereby assigned by the Mortgages to she poid of the indebted-gagor to she Mortgages and shall be paid forthwith to the Mortgages to be applied by it on account of the indebted-

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

snail be held by the Mortgagee and have attached thereto loss payable clauses in tavor of std it form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereov authorized and directly to the Mortgagee instand of to the Mortgagee and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indeptedness hereby secured or to the restoration or repair of the property damaged. In event of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, fitle and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchases or gentee. All insurance shall be carried in companies approved by the Mortgagee and the policited and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of aid it form acceptable

ly, when due, any premiums on such insurance provision for payment of which has not here made hereinbefore. THAT HE WILL KEEP the improvements now existing or hereafter erected in the morigaged property, insured as may be required from time to time by the Morigagee against loss by the Morigaged scansifies and contingencies in such amounts and for such periods as may be required by the Morigage and will pay promptend contingencies in such amounts and for such periods as may be required by the Morigage and will pay promptend contingencies in such amounts and the morigage of the Morigage and will pay promptend contingencies in such amounts and for such amounts and will pay promptend contingencies in such amounts and for such amounts and will pay promptend contingencies in such amounts and for such amounts are such amounts and for such amounts

AND AS ADDITIONAL SECURITY for the payment of the indebtedness and resease the first to the Mortgages due for the use the premises hereingbove described. ceding paragraph.

of subsection (6) of the preceding paragraph. If there shall be default under any of the provisions of this of Housing and Urban Development, and any balance rending in the funds accumulated under the provisions subsection (a) of the preceding paragraph which the Moligas ie has not become obligated to pay to the Secretary hereby, full payment of the entire indebtedness rep es inted thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of publishing, as fire the work of the processing the Moritagor. It, however, the monthly payments to be made by the "Jutgacy, or included to the Moritagor. It, however, the monthly payments reals, taxes, and assessments, or insurance permiums, as the case may be, when the workagor shall pay to in distance and payable, then the Moritage shall pay to in distance and payable, then payment of such ground in taxes, assessments, or insurance premiums shall be due, or before the date when payment of such ground in the moritage or shall be due. If at any time the Moritage or shall be due, or insurance with the provisions of the note secured if at any time the Moritage or shall be due.

The any time the Moritage or shall tender to the Moritage secured the date. the amount of the payments actually have 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

if the total of the payments mid. by the Mortgagor under subsection (b)of the preceding paragraph shall exceed Any deficiency in the extended of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the noxt to arcoad four cents (45) for each default under this mortgage. The Mortgages may coltect a "late charge" not to arcoad four cents (45) for each gayment more than fitteen (15) days in streets, to cover the extra arction four cents (45) for each payment more than fitteen (15) days in greater than the extra contract of the constitution of the contract of

(c) All players are mentioned in the two preceding subsections of this perserent shall be paid by the works are mentioned in the two preceding subsections of this players are the secural fersely shall be paid by the Mortigages to the following items in the order set forth:

(I) piechur chasges under the contract of insurance with the Secretary of Housing and Urban Development, or mouth y or sing (ii) ground revis, it say, taxes, special assessments, fire, and other hazard insurance premiums; (iii) infered in the note secured hereby; and secretary or other hazard insurance premiums; (iiii) infered in the note secured hereby; and the said note.

A sum equal to the ground rents, it 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 call as estimated by the Mortgages) less all sums already paid therefor divided by the Mortgages of annual, insurant, states and assessments, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and assessments and sold assessments; and

as amended, and applicable Regulations thereunder: or the decided of the Socretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-twelfth (1/12) pure outstanding balance due on the note computed sails.

(a) An empirit sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in tiau of a mortgage insurance premium). (f) by are sheld by the Secretary of Housing and Unban Development, as follows:

(c) If they are sheld by the Secretary of Housing and Urban Development or are reinaused under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the amust 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 National Housing Act, as amended, and applicable Regulations thereunder, or

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:

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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 note, 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-

AND the said Mottgagor further covenants and agrees as follows:

- 2 -

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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 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 CALE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable stim chall 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 to reclosure; and in case of any other suit, or legal proceeding, wherein the Mortgage shall be made a party there c by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or setic tors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charke upon the said premises under this mortgage, and all such expenses shall become so much additional indeated as secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BY 'NCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in produce of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including effortneys', 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 in-debtedness 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 Matgagor.

If Mortgagor shall pay said note at the cime and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreemen's nerein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written a mand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the berefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by fortgagee.

IT IS EXPRESSLY AGREED that no extension of the lime for payment of the debt hereby secured given by the Mortgages to any successor in interest of the Mortgages, shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and in benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and a signs of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular and the musculine gender shall include the feminine.

[SEAL]

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

K:	imberly K, Ward	TSFALT	Kevin D. Ward	
				
STA	TE OF ILLINOIS			
cou	INTY OF Oupcus	J. Committee of the com	53:	179
afore and perso perso free	Kevin D. Ward, a on whose name S ar on and acknowledged tha	y That Kimberly K. Ward single person	, a single person XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	red before me this day in trument as their
	GIVEN under my hand an	d Notarial Seal this 3	day James	ercy , A. D. \$ 86
5 the	ď		Done for	Notary Public
135	NO.	Filed for Record in the Reco	rder's Office of	
الالتاكا		County, Illinois, on the	day of	A.D. 19
RETURN TO	o'clock):	m., and duly recorded	in Book of	Page
	IFE COMPANY			
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William Francis

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(08-2) 92811 16-71.04

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FHA CASE NO. 131-4272076-703

RIDER TO ILLINOIS MORTGAGE

This rider attached to and made part of the Mortgage between Kimberly K. Ward, a single person and Kevin D. Ward, a single person , Mortgagor, and Bankers Life Company, Mortgagee, dated January 31, 1986 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) 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 rispse before one month prior to the date when such ground rents, premiums, taxes and arise sments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payrae.it? 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 following items 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 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 dur date of the next such payment, constitute an event of default under this mortgage. The Mc tgagee 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 handing 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 payments actually made by (nr 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 payme its 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 (e. its, 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 Moitgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgager 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 puolic sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after delault, the Mortgagee 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.

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

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

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

Mortgagor

Kimberly K. Ward

Mortgagor

Kevin D. Ward

ILLINOIS MORTGAGE RIDER

3) , , , , ,
GIVEN under my hand and Notarial Seal this 3 day of dame
of homestead.
and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right
they signed, sealed, and delivered the said instrument as the team free
subscribed to the foregoing instrument, appeared before me this day in person and reknowledged that
MMM betsonally known to me to be the same person a whose name are
single person and Kevin D. Ward, a sugic person XXX
the county and State aforesaid, Do Hereby Certify That (timilerly K. Ward, &
I, the undersigned and for an in and for
COUNTY OF
STATE OF ILLINOIS
brew of gives
(SEAL) Ward (SEAL)
Kimberly K. Ward
Thinks Aff Miland (SEAL)
ha ve set their hand(s) and seal(s) the day and year first aforesaid.
IN WITNESS WHEREOF, Kimberly K. Ward, a single person
"Privilegs is reserved to pay the debt, in whole or in part, on any installment due date."
2. Paregraph 1 of Page 2 is amended by the addition of the following:
"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 note, 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 prepayment."
1. In Paragraph 1 of Page 2, the sentence which reads as follows is deleted:
Life Company, an lowa Corporation, the Mortgagee, as follows:
by and between Kimberly K. Ward and Kevin D. Ward , the Mongagor, and Bankers
This Rider, dated the day of to you she Mortgage of even date
and a take a

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