

# UNOFFICIAL COPY

## MORTGAGE

8 6 0 8 5  
This form is used in connection with  
mortgages insured under the one-to  
four-family provisions of the National  
Housing Act.

THIS INDENTURE, Made this 28TH day of FEBRUARY 1986 between

WILLIAM C. BURGOS, A DIVORCE MAN, NOT SINCE REMARRIED  
INDIANA TOWER SERVICE, INC.  
a corporation organized and existing under the laws of THE STATE OF INDIANA,  
Mortgagor, and,

86088156

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 THIRTY ONE THOUSAND FIFTY AND 00/100 Dollars (\$ 31,050.00) plus

TEN AND payable with interest at the rate of ONE-HALF per centum (10.50%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in SOUTH BEND, INDIANA, 46634, 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 EIGHTY FOUR AND 03/100 Dollars (\$ 284.03) on the first day of APRIL 1, 1986, and a like sum on the 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 sooner paid, shall be due and payable on the first day of MARCH 1, 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 WARRANT 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:

SUB LOT 5 OF LOT 4 IN BLOCK 17 IN CARTERS RESUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, AND LOTS 2, 4, AND 5 IN BLOCK 17 ALL IN CARTERS SUBDIVISION OF BLOCKS 1, 2, 3, 4, AND 7 IN CLIFFORD'S ADDITION TO CHICAGO IN SECTION ONE (1) TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-01-325-016 K

PREPARED BY: RALPH J. LONG, PRESIDENT  
INDIANA TOWER SERVICE, INC.  
2 EAST 22ND STREET  
LOMBARD, ILLINOIS 60148

86088156

TOGETHER with all and singular the tenements, hereditaments and appurtenances 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, 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.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, 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 sole discretion of the Mortgagor, shall, at the election of the Mortgagor, without notice, become immediately due and payable.

RECEIVED IN THE NATIONAL LIBRARY OF INDIA FOR PUBLIC USE  
THE NOTE SHOULD BE HELD UNTIL THE DATE SPECIFIED  
ON THE NOTE AND RETURNED ON OR BEFORE THE DATE  
SPECIFIED ON THE NOTE. FAILURE TO DO SO WILL  
RESULT IN A FINE OF ONE RUPEE FOR EACH DAY  
PAST THE DATE OF RETURN.

THAT IT IS THE PLEASURE, OR ANY PART THEREOF, BE CONDEMNED UNDER ANY POWER OF ENCLAVE DOMAINT, OR ACQUIRED FOR PUBLIC USES, THE DAMAGES, PROCEEDS, AND THE CONSIDERATION FOR SUCH ACQUISITION, TO ACCRUE TO THE MORTGAGOR, WHETHER DUE OR NOT.

All insurance shall be carried in companies approved by the Motor Carrier and renewals thereof shall be held by the Motor Carrier and have attached thereto loss payable clauses in favor of, in form acceptable to the Motor Carrier, in payment of losses suffered by motor carriers or their employees in the course of their employment.

THAT HE WILL KEEP THE IMPROVEMENTS AND EXISTING OR HERALICER EFFECTS OF THE MORTGAGED PROPERTY, IN-  
SURED AS MAY BE REQUIRED FROM TIME TO TIME BY THE MORTGAGEE AGAINST LOSS BY IT, AND OTHER HAZARDS, CASUALTIES  
AND CONTINGENCIES IN SUCH AMOUNTS AND FOR SUCH PERIODS AS MAY BE REQUERIED BY THE MORTGAGEE AND WILL PAY PROMPT-  
LY, WHEN DUE ANY PREMIUMS OR SUCH INSURANCE PREPOSITION FOR PAYMENT OF WHICH HAS BEEN MADE HEREINFORE.

ANU AS ADDITIONAL SECURITY for the payment of the indemnities is ordered that the Mortgagor does hereby assign to the Mortgagor all the rights, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

to the due date of the note, such amounts as may be due on demand under this Note, plus interest thereon at the rate of twelve percent per annum, from the date of this Note until paid in full, plus attorney's fees and costs of collection, if any, and all expenses of suit, including reasonable attorney's fees, incurred by the holder in collecting the same.

(III) Endodontic instruments, files, and other hard substance premolars.

notes, a record sheet may be added together and the appropriate amounts entered in the ledger or the monthly statement.

political elites or tribe, and other hazard instruments—such as subsidies, tax breaks, and deregulations of this kind—made under the authority mentioned in the two preceding paragraphs and all payments to be made under the authority of months to come, such sums to be held by my Mortgagor in trust to pay said ground rents, premiums, and charges, and general assessments; and,

(6) A sum equal to the present value of the annuity, less the amount paid by the pensioner, plus the present value of the premium that will next become due and payable on

(1) It and along a road noise of even date and this instrument are held by the Secretary of State and Urban Development, and the Secretary of Environment, or

14. An amount of utilization intended to provide the holder(s) the benefit(s) specified in the note secured; however, the note may be terminated, or a modification entered into it under the provisions of the note.

The said note is fully paid, the following sums: £100 (one hundred pounds) and 0s. in addition to, the monthly payments of principal and interest of each month until清偿額為£100，並另加利息。

MAXX DUE DATE. "PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALMENT

AND the said Mortgagor further covenants and agrees as follows:

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagor 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 Mortgagor 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, or a homestead, enter an order placing the Mortgagor in possession of the premises, or appoint a receiver for the benefit of the Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor; 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 abstract and examination of title; (2) all the monies advanced by the Mortgagor, 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 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 agreements herein, then this conveyance shall be null and void and Mortgagor 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 Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagor 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.

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

*William C. Burgos*  
WILLIAM C. BURGOS

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS

ss:

COUNTY OF DuPage

I, the Undersigned  
aforesaid, Do Hereby Certify That William C. Burgos, Divorced and not since remarried,  
~~XXX~~ Person whose name is ~~XXX~~ Personally known to me to be the same  
person and acknowledged that he ~~XXX~~ subscribed to the foregoing instrument, appeared before me this day in  
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 28th day February D. 19 86

*Linda L. Brown*  
Notary Public

DOC. NO.

, Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

o'clock

m., and duly recorded in Book

of

Page

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A large, semi-transparent watermark is printed diagonally across the page. The text "Property of Cook County Clerk's Office" is written in a bold, sans-serif font. The word "Property" is at the top left, "Cook County" is in the center, and "Clerk's Office" is at the bottom right, all sharing a common diagonal axis.



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MORTGAGE RIDER 8 6 0 8 8 1 5 6

This Rider, dated the 28th day of FEBRUARY, 19 86, amends the Mortgage of even date by and between WILLIAM C. BURGOS, the Mortgagor, and Indiana Tower Service Corporation, the Mortgaggee, as follows:

1. Subsection (a) of Paragraph 2, Page 2 is deleted.
2. Subsection (c)(I) of Paragraph 2, Page 2 is deleted.
3. In the third sentence of Paragraph 3, Page 2, the words "all payments made under the provisions of (a) of paragraph 2, Page 2 hereof which the Mortgaggee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.
4. The fourth sentence of Paragraph 3, Page 2 is amended by insertion of a period after ". . . then remaining unpaid under said note" and deletion of the remainder of the sentence.
5. Paragraph 7, Page 2 is amended by the addition of the following:

"This option may not be exercised 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."

IN WITNESS WHEREOF, WILLIAM C. BURGOS has set his hand and seal the day and year aforesaid.

William C. Burgos [SEAL]  
WILLIAM C. BURGOS

[SEAL]

STATE OF ILLINOIS

ss:

COUNTY OF DuPage

I, the Undersigned, a notary public, in and for the county and State aforesaid, Do Herby Certify That William C. Burgos, Divorced and now since remarried                   ,  , personally known to me to be the same person whose name is                    subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he                    signed, sealed, and delivered the said instrument as his                    free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day February, A.D. 1986

Linda L. Bean  
Notary Public

86088155  
SCT's Office

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COOK COUNTY CLERK'S OFFICE  
MAY 26 2003



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COOK COUNTY CLERK'S OFFICE  
MAY 26 2003

86-088156

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T#22220 TRAN#04103/05/86 14:37:00  
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