

86102223

**222 86-093770
UNOFFICIAL COPY**

This instrument is for use in the home mortgage insurance programs under Sections 203 (b), 203 (i), 203 (n), and 203 (s) (Reference Mortgagor Letter 83-21).

MORTGAGE

THIS MORTGAGE IS BEING RE-RECORDED SO THAT THE DATE OF SIGNING MAY BE INSERTED.

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

THIS INDENTURE, Made this 31st day of December, 1985, between
FIRST NATIONAL BANK OF CHICAGO HEIGHTS AS TRUSTEE UNDER TRUST AGREEMENT DATED
DECEMBER 27, 1985 AND KNOWN AS TRUST NUMBER 6090, Mortgagor, and

MANUFACTURERS HANOVER MORTGAGE CORPORATION, A DELAWARE CORPORATION
a corporation organized and existing under the laws of
Mortgagor.

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 SIXTY THOUSAND FIVE HUNDRED Dollars FIFTEEN AND 00/100-----
(\$ 60,515.00)

**EXONERATION CLAUSE IS ATTACHED
HERETO AND MADE A PART THEREOF**

per centum (10.500 %)
payable with interest at the rate of TEN AND 500/1000
per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in
FARMINGTON HILLS, MICHIGAN 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
FIVE HUNDRED FIFTY THREE AND 56/100----- Dollars
(\$ 553.56) on the first day of FEBRUARY 86, 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 JANUARY, 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:

LOT SIXTEEN (16) IN BLOCK SIX (6) IN SURREYBROOK, BEING A SUBDIVISION OF PART OF
THE WEST ONE HALF (1/2) OF SECTION TWENTY FIVE (25), TOWNSHIP THIRTY FIVE (35)
NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED APRIL 19, 1971 AS DOCUMENT NUMBER 22,296,201, IN COOK
COUNTY, ILLINOIS.

28TH STREET, SAUK VILLAGE, ILLINOIS 60411
CHICAGO, ILLINOIS

1286 MAR 14 PM 12:33

~~86102223~~

13⁰⁰

139

1626

32-25-113-016 VOL. 17

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 Mortgagor 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 mortgage insurance programs under sections 203 (b), 203 (l), 203 (n) and 245. (Reference Mortgagee Letter 83-21) (9/83)

Box 15

**STATE OF ILLINOIS
HUD-92116M (5-80)
Revised (10/83)**

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 FEB 13 PM 2:41

86061457

EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to whom any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 6090
By Sgt. J. H.
Wachter, Trust Officer

01160098 ES & W 9-MR 9861
OCT 19 1986
SIGNED AND FILED

L5419098

86102233

01160098

UNOFFICIAL COPY

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, the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagor, without notice, become immediately due and payable.

THAT it the premises, property, or any part thereof, be condemned under the laws of the State of Missouri, and the Note secured hereby for payment of the amount of damages, proceeds, and the consideration for such acquisition, to the last of the July annual interest, or acquired by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagor to be applied by it on account of the indebtedness upon this Mortgage, and the Note so secured hereby remitting unpaid, are hereby assinged by the Mortgagor to the Mortgagee whereby wherby he may pay the same to the Mortgagee.

All insurance shall be carried in companies approved by the insurance commissioner of the state in which such company has its principal place of business, and the policies and renewals thereto shall be held by the mortgagor and have been delivered to the trustee loss payee in form acceptable to the mortgagor. In event of loss mortgagor will give immediate notice by mail to the mortgagor, who may make payment of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized to the mortgagor. In event of loss mortgagor will pay trustee losses in favor of and in form acceptable to the mortgagor. In event of loss mortgagor will pay trustee losses in favor of and in form acceptable to the mortgagor and promptly by the mortgagor, and each insurance company concerned is hereby authorized to the mortgagor. In event of loss mortgagor will pay trustee losses in favor of and in form acceptable to the mortgagor and promptly by the mortgagor, and each insurance company concerned is hereby authorized to the mortgagor.

THAT HE WILL KEEP the improvements now existing or hereafter effected on the mortgaged property, in-
sured as may be required from time to time by the Mortgagee against losses by fire and other hazards, casualties
and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt-

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforementioned the Mortgagor hereby assigns to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use

(iii) amortization of the principal of the said note.

(a) A sum equal to the ground rents, if any, next due, plus the premium that would become due and payable on the mortgaged property (all as estimated by the mortgagee), less all sums already paid therefor divided by the number of months to escape delinquency, such sums to be held by Mortgagor prior to the date when such ground rents, premiums, taxes and special assessments will become delinquent, and all other hazard insurance premiums, taxes and special assessments made in the preceding subsection shall be paid by the Mortgagor each month in a single payment.

That, together with, the monthly payments of principal and interest, will pay to the Mortgagor, on the first day of each month until term of the note is fully secured hereafter, and in addition to, the monthly payments of principal and interest under the

NEITHER PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT

При этом вспомогательные функции, такие как обработка и сортировка информации, могут быть реализованы на языке программирования.

AND the said Mortgagor further covenants and agrees as follows:

UNOFFICIAL COPY

EXONERATION CLAUSE IS ATTACHED
HERETO AND BEING A PART THEREOF

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 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 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 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.

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

[SEAL] [SEAL]
FIRST NATIONAL BANK OF CHICAGO HEIGHTS AS
TRUSTEE UNDER TRUST AGREEMENT [SEAL] [SEAL]
DATED DECEMBER 27, 1985 AND KNOWN AS By: Edward L. Morrison
TRUST NUMBER 6090 TRUST OFFICER
STATE OF ILLINOIS ATTEST: Donna Wierschid
COUNTY OF COOK Assistant Trust Officer

I, Lillian Gnaster, a notary public, in and for the county and State aforesaid, Do Hereby Certify That Edward L. Morrison, Trust Officer & Donna Wierschid, and Assistant Trust Officer, 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 they signed, sealed, and delivered the said instrument as 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 31st day December , A. D. 19 85

Notary Public
My Commission Expires Feb. 11, 1986

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
THIS INSTRUMENT WAS PREPARED BY
MANUFACTURERS HANOVER MORTGAGE CORPORATION
15601 S. CICERO
OAK FOREST, IL. 60452

P 0715

HUD-92116M (5-80)

86061457

86102223 186 003470