State of Illinois

## Mortgage

86123099

HA Case No.

131:4325950-503

. 19-86 . between 28th day of MARCH This Indenture, made this ELIZABETH PORTER, DIVORCED AND NOT SINCE REMARRIED -----FLEET MORTGAGE CORP. a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND 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 TWENTY FIVE THOUSAND NINE HUNDRED FIFTY AND NO/100--------- Dollars (\$ 25,950,00-----) payable with interest whe rate of ELEVEN per centum ( ---- 12, 00%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN ---at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of , 19 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 APRIL 20 16.

Now, Therefore, the said Mortgagor, for the bette (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 and the State of Illinois, to wit:

LOT 22 (EXCEPT THE NORTH 29 FEET THEREOF) IF PLOCK 13 IN EGGLESTON'S SECOND SUBDIVISION. BEING THE NORTH 1/2 OF THE NORTH 2/3 T 1/4 (EXCEPT THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 HERETOFORE SUBDIVIDED AS EGGLESTON'S SUBDIVISION) IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIBOIS.

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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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

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a the hand and seal of the Mottgagor, the day and year first written.

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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 them in force shall pass to the purchaser 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 indebtedness upon this Mortgage, and the Note secured bareby remaining unpaid, are hereby assigned by the Mortgagor to the Stortgage and shall be paid forthwith to the Mortgage to be applied by it on account of the indebtedness secured hereby, whether due of not.

The Mortgagor Further Agree: That should this mortgage and the note secured hereby not be eligible ver insurance under the National Housing Act, within NZNETY from the date hereof (written statement of any officer of the Department of Housing and Urban Develoption or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the NINETY time from the date of this mortgage, declining to incure 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. Notwithstanding the foregoing, 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.

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 solveney or insolveney 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 be then 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 forcelosure 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.

An 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 analysis 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 mede; (3) all the accrued interest remaining unpaid on the inarchedances hereby secured: and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then one paid to the Mortgagor.

If the Mortgagor shall ray raid note at the time and in the manner aforesaid and shall acrie by comply with, and duly perform all the covenants and agreer ents herein, then this conveyance shall be null and void and Morgagor will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and of ortgagor hereby waives the benefits of all statutes or laws with a require the earlier execution or delivery of such release or antisfaction 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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(a) A sum edual to the ground rents, if any next due plus the and total by the ground rents, if any next due plus the and total by the ground rents and total by the month prior divided by the number of months to slapse before one month prior divided by the number of months to slapse before one month prior divided by the number of months to slapse before one month prior divided by the number of months to slapse before one month prior divided by the number of months to slapse before one month prior divided by the number of months to slapse before one month prior divided by the number of months to slapse before one month prior divided by the number of months and the number of numbers of

(That stogether twith and the solution to strict monthly payments of principal and interest spayable linder the solution secured the monthly payments of the solution and solutions.

That privilege is reserved to pay the debt, in whole or in part on

And the said Mortgagor lutther covenants and agrees as follows:

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Mortgagori in case of the contract of the cont dous system of 10gsag 10, 15th clothes of the such charges of the such

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## SAN SAME MORTERED COVERANTS and agrees;

from all with the cut benefits impersand by virtue of the Homestead Symptomic and Mortgate (dellinois ) which said inghts and perefits to said Mortgate, does hereby expressly inclease and waive, Have see (9) Hold inc. aboye described premises, with the sequence inc. aboye described premises, with the sequence inc. (19) inc. aboye described Mortgages, 19, 30 cc. (19) inc. above the set of the sequence of the sequence of the Homestead have the sequence of the Homestead

immediate notice by mail to the Mortgages, who may make proof have attached thereto loss payable clauses in favor of and in form policies and renewals thereofishall be held by the Mortgagee and be carried in companies approved by the Mortgagee and the ment of which has not been made hereinbefore. All insurance shall y, when due, any premiums on such insurance provision for payperiods as may be required by the Morigagee and will pay prompthazards, casualties and contingencies in such amounts and for such from time to time by the Mortgagee against loss by fire and other erected on the mortgaged property, insured as may be required That He Will Keep the improvements now existing or hereafter

become due for the use of the premises hereinabove described. the rents, Issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign 's the Mortgagee ull And as Additional Security for the payment of the indebtedness

che amount of principal then remaining united under said note. under subsection (a) of the preceding pragraph as a credit against acquired, the balance then remaining in the funds accumulated in comput. The contest of the mote secured hereby, full payment of the contest of the mote secured hereby, full payment of the contest of the mote secured hereby, full payment of the contest of the mote secured hereby, full payment of the contest of the mote secured hereby, full payment of the provisions of subsection (a) of the mote secured thereby, clearly the mote secured the provisions of subsection (a) of the provisions of subsection (by suppropriate legal provisions of subsection (a) of the provisions of subsection (by subsection while same) of the provisions of subsection (a) of the provisions of subsection (by subsection (by subsection) which shall be subsected and the property of the provisions of subsection (by subsection) which shall be subsected and the property of the provisions of subsection (by subsection) of the provisions of subsection (by s mentiof such proceedings of at the time the property is otherwise of the lentire indebledness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any it notine Mortgagor shall tender to the Mortgagee, in accorre. Les taxes; assessments; or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments; or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground renua, payments made by the Mortgagor under subsection (a) of the Shall be credited on subsequent payments to be made by the Mort: such excess, if the loan is current, at the option of the Mortgagor, taxes; and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under

involved in handling delinquent payments. more than fifteen (15) days in arreats, to cover the extra expense not. to exceed four cents (4¢) for each dollar (\$1) for each payment "hider this mortgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default and of roing rogagino Meadly doog abam sealing fleats in ame Any deficiency in the amount of any such aggregate monthly pay-

> (iv) late charges (iii) amortization of the principal of the said note; and (ii) interest on the note secured hereby;

hazard insurance premiums; (i) ground rents, if any, taxes, special assessments, (ice and other sharent insurance premiums:

be applied by the Mortgages to the following items in the order set shall be paid by the Mortgagor each month in a single of montr to Thuome shagaragaradh chana randalagaragara adillada (daran paragraph and all payments to be made under the note served (d) Allipayments mentioned in the preceding subsection

ments will become definduent, such sums to be held by Mortgagee