PROPERTY COMMONLY KNOWN AS: 19415 ELM DRIVE #42B COUNTRY CLUB HILLS LAND TITLE CO. OF AMERICA 60477 IL /L-46928-CE/H-3028-C6 T c Orobne

## MORTGAGE

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

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS.

8TH THIS INDENTURE, Made this ROCHELLE L. LILLY , A SPINSTER

APRIL day of

, 1986 between

, Mortgagor, and DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS Mortgagee.

86144740

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain pissory note bearing even date herewith, in the principal sum of FIFTY NINE THOUSAND THREE promissory note bearing even date herewith, in the principal sum of HUNDRED FIFTY AND 00/100

59,350.00)

payable with interest at the rate of TEN AND ONE-QUARTER per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in payable with interest at the rate of TEN AND ONE-QUARTER CHICAGO , ILLINOIS 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 \*\*DEFERRED INTERUSE SHALL BE ADDED TO THE PRINCIPAL BALANCE MONTHLY. \*\*Dollars
(S PER SCHEDULF "A") on the first day of JUNE , 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 raid shall be due and payable on the first day of MAY , 2016

NOW, THEREFORE, the and 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 vity the Mortgagee, its successors or assigns, the following described Real Estate situate. Iving, and being in the State of Estate situate, lying, and being in the county of and the State of Illinois, to wit:

0FD-31-10-200-001-7 CETAL . Marie : 058 E E G Е L

\*\*THE MAXIMUM AGGREGATE AMOUNT TO WHICH SAID DEFERRED INTEREST SHALL INCREASE THE PRINCIPAL IS 62,795.33

TAX IDENTIFICATION NUMBER:
TOGETHER with all and singular the tenements, hereditaments and apportenances 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 at, 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 ic., thee 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 here-inafter provided, until said note is fully paid. (1) a sum sufficient to pay all taxes and assessments on said prem-ises, 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.

STATE OF ILLINOIS HUD-92116M (5-80)

THE PROPERTY OF THE PROPERTY O

That the whole of said dear is sectioned to be due, the Mortgagee shall have the right AND IN THE EVENT 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 Mortgage, 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 the eco 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 tharge upon the said premises under this mortgage, and all such expenses shall become so much additional in obtainess 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 monage 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 Mor gagor.

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 agree nerts herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written de nand 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 lime 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.

Achelle D. Ox	Cle[SEAL]_		[SEAL]
ROCHELLE L. LILLY	[SEAL]_		[SEAL]
		7.6	
STATE OF ILLINOIS		55:	
COUNTY OF COOK			Sc.
I, THE UNDERSIGNED aforesaid, Do Hereby Certify That and	, a notary public, in and for the county and State		
	ROCHELLE L.	LILLY , A SPINSTER , MXXMXXpersonally known to	me to be the same

person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed, and delivered the said instrument as SHE 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

Realle C

My Commission Expires Jan. 2, 1990

DOC. NO. Filed for Record in the Recorder's Office of

day of A.D. 19

m., and duly recorded in Book

County, Illinois, on the

οf Page

TAX IDENTIFICATION NUMBER:

THIS INSTRUMENT PREPARED BY: JOHN P. DAVEY DRAPER AND KRAMER, INCORPORATED

HUD-92116M (5-80)

mail To

at

33 WEST MONROE STREET CHICAGO , ILLINOIS 60603

terest thereous shall, at the election of the Mortgagee, without notice, become immediately due and payable. IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by 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 in-

A sum equal to the ground tents, if any, next due, plus the premiums that will next become due and payable on policies of lite and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property ell as estimated by the on the mortgaged property ell as estimated by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments are and an estimated by the mortgage of months to elapse before one month prior to the date when such ground rents, premiums, taxes and service is assessments; and (a) An amount and the note secured hereby are traured, or a monthly charge (in lieu of a mortgago insurance premium if this instrument and the note secured hereby are traured, or a monthly charge (in lieu of a mortgago insurance premium) If they are held by the Secretary of Housing and Urban development, as follows;

(i) If and so long as said note of even date and this instrument are insured or are reinsured. Indeed the provisions pay such premium to its due date the annual mortgage insurance premium, in order to provide such horder one (1) month pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amonded, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and the instrument are held by the Secretary of Housing and Urban be accommanded, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban to one-wellth (IVI2) of one-half (IV2) per centum of the average outstanding balance due on the note computed without taking into second defined one of prepayments;

(b) A sum equal to the ground tents, if any, next due, plus the premiums that will next become due and payable on sum equal to the ground tents, if any, next due, plus the premiums that will next become due and payable on an example on the ground tents, if any, next due, plus the premiums that will next become due and payable on a sum equal to the ground tents, if any, next due, plus the premiums that will next become due and payable on the sum and the premiums that will next become due and payable on the ground tents, if any, next due, plus the premiums that will next become due and payable on the ground tents, if any, next due, plus the premium and the premium of the ground and the and payable on the sum and the premium and the premium of the premium and the premium of the and payable on the contractary of the premium of the and payable on the contractary of the premi

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed 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 Mortgages may collect a "late charge" not to evera four cents (4) for each dollar (5) for each payment more the extra cap: se involved in handling delinquent payments.

AND AS ADDITIONAL SECUPITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the tents, issues, and profits now due or which may hereafter become due for the use ceding paragraph. Subsection (a) of the preceding paragraph which the mort sage has not necome onligated to pay to the provisions subsection (b) of the preceding paragraph. If therefore in the funder any of the provisions of subsection (b) of the preceding paragraph. If there is a default under any of the property mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property of such proceedings or at the time of the property is otherwise after default, the Mortgagee shall apply, at the time of the funds accumulated under substraint the property is otherwise acquired, the balance then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of vincipal then remaining unpaid under subsection (b) of the preceding paragraph. anpacetion (a) of the preceding paragraph which the Mort sage has not become obligated to pay to the Secretary or before the date when payment of such ground really axes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor shall, in computing the hereby, the Mortgagor shall, in computing the amount of such indebledness, credit to the account of the mate and payments made under the provisions of smount of the preceding paragraph which the Mortgagor all payments made under the provisions of such and the preceding paragraph which the Mortgagor all payments made under the provisions of such and the preceding paragraph which the Mortgagor all payments made under the provisions of such and the preceding paragraph which the Mortgagor all payments made under the provisions of such and the materials. rents, taxes, and assessments, or insurance promiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mo subsequent payments to be made by the "c. (gagor or refunded to the Morigagor. If, however, the monthly payments made by the Morigagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground the amount of the payments actually mode 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

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by the Mortgages and contingencies in such amounts and for such periods as may be required by the Mortgage and will pay promptend contingencies in such amounts and for such periods as may be required by the Mortgage and will pay prompting and contingencies in such amounts and for such precipited by when due, any premiums on such insurance provision for payment of which has not bear made hereinbefore. of the premises hereinabove described.

indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then event of toreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the jointly, and the inautance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the property damaged. In All insurance shall be carried in companies approved by the Mortgagee and the policies and receptable 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 hereb, authorized and directled to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee instead of the Mortgagor and the Mortgagor and the insurance proceeds. or any part thereof, may be applied by the Mortgager at its ontion either to initially, and the insurance proceeds, or any part thereof, may be applied by the Mortgager at its ontion either to

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 Mote secured hereby remaining unpaid, are hereby assigned by the Mortgage, the Mortgage of the M THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for in force shall pass to the purchaser or grantee.

ness secured hereby, whether due or not gagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-

Housing and Utban Development dated subsequent to the 6 months 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 ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of sdinom 8 from the date hereof (written stategible for insurance under the Mational Housing Act within THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-

(09-9) WELLZE-COH

AND the said Mortgago: further covenants and agrees as follows:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note accured hereby, the Mortgagor will pay to the Mortgagor, on the first day of each month until the said note is fully paid, the following aums:

## UNOFFICIAL, COPY

42B IN TIERRA GRANDE COURTS CONDOMINIUM II AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN TIERRA GRANDE COURTS, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 29, 1984 AS DOCUMENT 27153677; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

THE MORTGACUR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND LAGEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASE IN'S FOR THE BENEFIT OF SAID PROPERTY, AS SET FORTH IN THE DECLARATION OF CONDOMINGUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS NER.
OLINATION CONTRACTOR OFFICE THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.



DEPT-01 RECORDING TRAN 0283 04/15/86 15:03:00

やおしたかにしいは一米

514

## **UNOFFICIAL COPY**

SCHEDULE "A"
\$404.87 DURING THE FIRST NOTE YEAR.
\$435.23 DURING THE SECOND.

\$502.96 DURING THE FOURTH NOTE YEAR.

\$540.68 DURING THE FIFTH NOTE YEAR.

\$581.23 UURING THE SIXTH NOTE YEAR AND THEREAFTER.

Clart's Office

A STATE OF THE STA