

UNOFFICIAL COPY  
MORTGAGE

86155436

This form is used in connection with  
mortgages (granted under the one to  
four family provisions of the National  
Housing Act)

THIS INDENTURE, Made this 31st day of March, 1986, between

Sharon E. Brown, A Divorced Woman, Not Since Remarried  
Lyons Mortgage Corp.,  
a corporation organized and existing under the laws of The State of Illinois  
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 **Fifty Five Thousand Eight Hundred  
Forty Four and no/100** Dollars (\$ 55,844.00 )

payable with interest at the rate of **ten** per centum ( 10.0 %) per annum on the unpaid bal-  
ance until paid, and made payable to the order of the Mortgagee at its office in **Rolling Meadows**  
**Illinois** 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 Hundred Ninety and  
08/100** Dollars (\$ 490.08 ) on the first day  
of **May 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 **April 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 pres-  
ents 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 907 in Brementown Estates Unit Number 6, Phase II, being a Subdivision of The  
Northwest 1/4 of the Southwest 1/4 of Section 24, of The Southwest 1/4 of the Southwest  
of Section 24; of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 24;  
of part of the Northeast 1/4 of the Southwest 1/4 of Section 25; of part of the Northeast  
1/4 of the Northwest 1/4 of Section 25, all in Township 36 North, Range 12 East of  
the Third Principal Meridian, in Cook County, Illinois.

# 27-24-315-004-0000 86

1986 APR 22 AM 50

86155436

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 Mort-  
gagor 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 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 in-  
cumbrance 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, assess-  
ment, 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.

86155436

UNOFFICIAL COPY

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  
interest thereon, shall, at the election of the Mortgagor, be immediately due and payable.

THE MORTEGAGOR FURTHER AGREES that should this mortgagee and the note secured hereby not be ell-  
igible for insurance under the National Housing Act within 60 days from the date hereof (written state-  
ment of any officer of the Department of Housing and Urban Development) or authorized agent of the  
Secretary of the Department of Housing and Urban Development, being deemed conclusive proof of such insurability,  
the mortgagor, being holder of the note may, at its option, declare all sums secured hereby immediately due and  
payable.

THAT it 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 hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagor by it on account of the indebtedness secured hereby, whether due or not.

All insurance shall be carried by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment to such Mortgagor, and each insurance company concerned is hereby directed to make payment to the Mortgagor, all in accordance with the terms of the policy or policies.

**THAT HE WILL KEEP** the improvements now existing or hereafter erected on the mortgaged property, in-  
sured as may be required from time to time by the mortgagee against losses by fire and other hazards,  
and contingencies in such amounts and for such periods as may be required by the mortgagee, and will pay pro-  
perty taxes, insurance premiums on such insurance provided for by the mortgagee, and will pay pro-  
perty taxes, insurance premiums on such insurance provided for by the mortgagee, and will pay pro-  
perty taxes, insurance premiums on such insurance provided for by the mortgagee, and will pay pro-

AND AS ADDITIONAL SECURITY for the payment of the indebtedness described in the Mortgagor does hereby assign to the Mortgagee all the rents, 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 next batch payment, constitutes an event of default under this mortgagee may collect interest, to cover the extra expense incurred in holding each payment in suspense.

(IV) Amortization of the principal of the said note.

(1) Ground rents, specific assessments, taxes, and other hazard insurance premiums

not be seen in detail, especially when the microscope is mounted on a rotating stage. The best way to examine each monad is to add a drop of water to the slide and then cover it with a coverslip. The specimen will then be held by the peacock feather until the water has dried.

(c) All damage or loss mentioned in the two preceding paragraphs of this paragraph and all damages or losses made under the same by or to special arrangements, and

(b) A sum equal to the round rents, if any, next due, plus the premiums that will next become due and payable on all other mortgaged property (all as stipulated by the mortgagee) less the amounts paid before delivery by the mortgagor.

(11) If and so long as said note of even date and this instrument are held by the Secretary General of the United Nations or any of its organs or agencies, the amount due on the note shall be in an amount equivalent to one-half (1/2) of the amount of the average monthly charge for a month of instruments of like nature and quality.

of the National Housing Act, an amount sufficient to meet the emergency of housing and urban development need due to the Secretariat of the National Development Plan to provide better living conditions for the people.

(a) An automatic settlement to provide the holder hereof funds to pay the next mortgagor insurance premium if the instrument is held by the Secretary of Treasury and when deposited, as follows:

That, together with, and in addition to, the monthly payments of principal and interest 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:

AND the said Mortgagee further conveys all and agrees as follows:

# UNOFFICIAL COPY

3.0 | E-3466

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 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 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 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.

*Sharon E. Brown* [SEAL] \_\_\_\_\_ [SEAL]  
Sharon E. Brown [SEAL] \_\_\_\_\_ [SEAL]

STATE OF ILLINOIS

s.s.

COUNTY OF *De Kalb*

I, the undersigned, a notary public, in and for the county and State aforesaid, do hereby certify that *Sharon E. Brown - DeKalb & Deaf Service*, his wife, personally known to me to be the same person whose name is *is* subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *she* signed, sealed, and delivered the said instrument as *De* 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 *31<sup>st</sup>* day *March*, A.D. 1986  
*P. L. Clark*  
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 \_\_\_\_\_

*Kellogg*

*Keynes Mortgage Co.  
2 Green Roads of Commerce  
Suite 100  
Kankakee, Illinois*

GPO 882-227  
DX 385-711-0  
HUD-92116M (5-80)

86155436

# UNOFFICIAL COPY

RIDER TO MORTGAGE AGREEMENT  
MORTGAGE REFS. NO. 11 (5-50)

This rider attached to and made part of the Mortgage between Mortgagor, and LYONS MORTGAGE CORP. Mortgagor, dated \_\_\_\_\_, contains the following:

revises said

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 Mortgagor, 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 Mortgagor) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sum to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and special assessments; and
- b. All payments 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 Mortgagor 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 due date of the next payment, constitute an event of default under this mortgage. The Mortgagor may collect a "late charge" not to exceed four cents (.04) for each dollar daily for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor 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 payments 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 rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor 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 Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor 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 public sale of the premises covered hereby, or if the Mortgagor acquires the property otherwise after default, the Mortgagor 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 Mortgagor when the ineligibility for insurance under the National Housing Act is due to the Mortgagor'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.

*Sharon E. Brown*  
Mortgagor

Sharon E. Brown

86155436

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

3 3 1 5 5 4 3 6

LMC # 025840137

## MORTGAGE RIDER

The Rider, dated the 31st day of a March, 1986,  
amends the Mortgage of even date by and between \_\_\_\_\_

Sharon E. Brown

the MORTGAGOR(S), and LIONS MORTGAGE CORP., AN ILLINOIS CORP., the Mortgagee  
as follows:

1. In the first unnumbered paragraph, page two, the sentence which reads  
as follows is deleted:

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-  
ment.

2. The first unnumbered paragraph, page two, to amended by the addition  
of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any  
installment due date."

IN WITNESS WHEREOF, Sharon E. Brown

has set his hand and seal the day and year first aforesaid.

Sharon E. Brown

(SEAL)

Sharon E. Brown

(SEAL)

\_\_\_\_\_

(SEAL)

\_\_\_\_\_

(SEAL)

Signed, sealed and delivered  
in the present of

James J. Clegg

(NOTARY)

86155436

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office