PROPERTY COMMONLY KNOWN AS:
407 GLENSHIRE GLENVIEW FF 60025

This instrument is for use in this form.
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-MORTGAGE

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

THIS INDENTURE, Made this

1.5TH

day of APRIL

, 19 86' between

BARBARA . SILBER , DIVORCED & NOT SINCE REMARRIED

Mortgagor, and

a corporation organized and existing under the laws of ILLINOIS

Mortgagee.

300

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 EIGHT THOUSAND FOUR

(\$ HUNDRED SIX AND 00/100 38,406.00

payable with interest at the rate of NINE AND ONE-HALF per centum (9500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 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

(\$\frac{323.00}{\text{ory}}\text{ on the first day of }\frac{JUNE}{\text{ory month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooie, paid, shall be due and payable on the first day of MAY , 2016.

NOW, THEREFORE, It a said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the Vertormance 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:

COOK COUNTY, ILL INGIS

1986 APR 22 AT 10: 55

86156112

SEE LEGAL RIDER ATTACHE

407 GUENSHIRE, GLENVIEW, ILL.

TAX IDENTIFICATION NUMBER: 09-11-101-051

TOGETHER with all and singular the tenements, hereditaments and pourtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of evary 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, the, 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 for h, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Milacis, 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 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 Mortgage 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 progarms under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgagee Letter 83-21) (9/83)

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

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Property or Cook County Clerk's Office

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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 THELE 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 convey nee including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of this 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 'rme 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 raid 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 coverants 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 cheft 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 Jay and year first written.

S	Sulara .	Liebe	2	
Da	Kain J.	felke [SEAL]	<u>C</u> '/	[SEAL]
BARBA	ARA J. SILBE	R [SEAL]	10/4/	[SEAL]
STATE OF	ILLINOIS	55;	S.	
COUNTY O	г соок			$O_{S_{\alpha}}$
aforesaid, I and REMAF person who	se name IS acknowledged that luntary act for the	That BARBARA J. SILBER , 189 subscribed to the foregoing HE SHE signed, sealed, and de uses and purposes therein set forth,	R , DIVORCED & COMPACT PERSONNEL PROPERTY AND PROPERTY OF THE	n to me to be the same I before me this day in
GIVEN	under my hand and	Notarial Seal this 16 th	day April	Notary Public
DOC. NO.		Filed for Record in the Recorder's 0	Office of	
		County, Illinois, on the	day of	A.D. 19
at	o'clock	m., and duly recorded in Book	of of	Page

TAX IDENTIFICATION NUMBER:

THIS INSTRUMENT PREPARED BY:

33 WEST MONROE STREET CHICAGO, ILLINOIS 60603

DRAPER AND KRAMER, INCORPORATED

JOHN P. DAVEY

6156112

HUD-92116M (5-80)

09-11-101-051

AND the said Mortgagor 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 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:

A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of the and other hazard insurance covering the mortgaged property, plus laxes and assessments hext due on the mortgaged property (all sa estimated by the Mortgagee) less all amms sheady paid therefor divided by the unmber of months to elapse before one month prior to the date when such ground rents, premiums, taxes and sessments will become definquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and applied by the Mortgager cach month in a single payment to be special assessments; and the preceding subsection of this paragraph and all payments to be made under the note secured to be applied by the Mortgager to the agreeint in the order set forth;

(II) interest on the note secured hereby; and

(III) interest on the principal of the said note.

(III) interest on the principal of the said note.

deliciency in the mount of any series and note.

Any deliciency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the our tale of the mortgage. The Mortgagee may collect a "Lie charge of the mort the exceed four cents (4¢) for each dollar (\$1) for each payment more than tifteen (15) days in arrears, to cover the extra expense involved in handling definquent payments.

the amount of principal then remaining unpaid unde (se'd note. sale of the premises covered hereby, or 1. are Mortgagee acquires the property otherwise after default, the Mortgagee 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 preceeding paragraph as a credit against If the total of 'ne payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the programments, 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 or be monthly payments made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor will be not be sufficient to pay ground rents, taxes, and assessments, or incurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgage any amount necessary to make up the deficiency, on or before the date when the Mortgagor shall pay to the Mortgage any amount necessary to make up the deficiency, on or before the date when shall tender to the Mortgages, in accreaments, or insurance premiums shall be due. If at any time the Mortgagor shall become due and payable, then after Mortgagor shall, in computing the amount of such indebtedness, credit to the moternation of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall is a short in computing the amount of the provisions of such ground and the such states after such the Mortgage resulting in a public and of the premiuses covered hereby, or is, one Mortgages acquires the provisions of this mortgage resulting in a public asset of the premiuses covered hereby, or is, one Mortgages acquires the provisions of the Mortgage fesulting in a public and the premium of the provisions of the Mortgage fesulting in a public and the premium of the more secured hereby, or is, one Mortgages acquires the provisions of the Mortgage fesulting in a public and the provisions of the Mortgage fesulting in a public and the provision of the Mortgage fesulting in a public and the provision of the Mortgage fesulting in a public and the provision or provision of the Mortgage fesulting in a public and the provision of t

AND AS ADDITIONAL SECUPITY for the payr,e... of the indebtedness aforesaid 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.

THAT HE WILL KEEP the improvements now ex stirk or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by the Mortgagee and will pay promptend contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptend contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptend of the Mortgagee and will be promptend of the Mortgagee and the Mort

All insurance shall be carried in companies approved by the Mortgagee and ine politices and renewals instead in form acceptable 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 Mortgager will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor will give immediate notice by mail to the Mortgagee, in directed to make payment for such loss directly to the Mortgagee instead of the Mortgagee at its option either to directed to make payment for such loss directly to the Mortgagee instead by the Mortgagee at its option either to the reduction of the indeptedness hereby secured or to the restoration or repair of the property damaged. In indeptedness secured hereby, all right, title and interest of the Mortgager in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of emain, or acquired for any formises. All insurance shall be carried in companies approved by the Mittagee and the policies and renewals thereof

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 hereo, a signed by the Mortgage to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on a court of the indebtedness secured hereby, whether due or not. THAT if the premises, or any part thereof, be condemned under any power of em man domain, or acquired for

and Urban Development. Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing This option may not be exercised by the mortgagee when the ineligibility for insurance under the National THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured he sby not be eligible for insurance under the Department of Housing Act within Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the Revelopment dated subsequent to the Markages, declining to insure said note and this mortgage, decining the holder of the note may, at its option, declate all sums secured hereby immediately due and mayable. This option may not be exercised by the mortgages when the inclinibility for insurance under the Datemen

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 inserest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

กลิรัร, costs, taxes, insurance, and other items necessary for the protection and preservation of the property. AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the tight 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 such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises 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 premises, or appoint a receiver for the pendency of such foreclosure such family power to collect the rents issues, and premises during the pendency of such foreclosure such family and definite of the said premises during the pendency of such foreclosure such and said premises during the pendency of such rents, issues, and such rents, said softer and softer and softer and other items necessary for the protection and preservation of the property. Insurance, and other items necessary for the protection and preservation of the property.

BESERVED TO PAY THE

UNOFFICIAL CORY 2

PARCEL 1:
THE SOUTHERLY 47.66 FEET OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 2, 1917 AS DOCUMENT 6022131 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF LOT 22 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SAID SECTION 11, THENCE NORTHERLY ALONG A CURVED LINE 50.0 FEET EASTERLY OF AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD (SAID CURVED LINE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 4,533.75 FEET) A DISTANCE OF 167.48 FEET, CHORD MEASURE TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED, THENCE EASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CHORD, A DISTANCE OF 83.36 FEET, THENCE NORTHERLY ALONG A LINE DRAWN AT RIGHT ANGLE TO THE LAST DESCRIBED LINE A DISTANCE OF 136 FEET MOTE OR LESS TO A LINE 349.50 FEET SOUTH OF AND PARALLEL WITH (MEASURED AT RIGHT ANGLE TO) THE NORTH LINE OF SAID SECTION 11, THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 80.0 FEET MORE OR LESS A CURVED LINE 50.0 FEET EASTERLY OF AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD (SAID CURVED LINE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 4,533.75 FF.T) THENCE SOUTHERLY ALONG SAID LAST DESCRIBED CURVED LINE A DISTANCE OF 13C.P FEET MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, 1LLINOIS

PARCEL 2:

THAT PART OF LOT 2 IN OWER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS FER PLAT OF SAID OWNER'S SUBDIVISION IILLD FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 7, 1917 AS DOCUMENT 6022131, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 349.59 FEET SOUTH OF AND PARALLEL WITH (MEASURED AT RICHTANGLES TO) TUP NORTH LINE OF SAID SECTION 11, WITH A CURVED LINE 50.0 FEET EASTERLY OF AND PARALLEL WITH THE CENTER LINE OF GREENWOOD ROAD (SAID CURVED LINE HAVING A RADIUS OF 4,533.75 FEET AND CONCAVE EASTERLY) THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 35.0 FEET THENCE NORTH 45 DEGRESS WEST A DISTANCE OF 44 FEET, MORE OR LESS TO THE AFORESAID LINE WHICH IS 50.0 FEET EASTERLY OF AND PARALLEL WITH THE CENTER LINE OF GREENWOOD RAOD 32 FEET MORE OR LESS TO THE POINT OF BEGINNING ALL IN COCK COUNTY, ILLINOIS

PARCEL 3:

EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMFTS AND EXHIBIT '1' THERETO ATTACHED DATED NOVEMBER 4, 1960 AND RECORDED DECEMBER 19, 1960 AS DOCUMENT 18043592 MADE BY CHICAGO TITLE AND TRUST COMPANY, A CARPARATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 22, 1957 KNOWN AS TRUST NUMBER 39470 AND AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 17, 1950 KNOWN AS TRUST NUMBER 42231 AND AS CREATED BY THE DEED FROM CHICAGO TITLE AND TRUST COMPANY'S A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DA'ED AUGUST 22, 1957 KNOWN AS TRUST NUMBER 39470 AND AS TRUSTEE UNDER TRUST AGREEMENT DA'ED MAY 17, 1960 KNOWN AS TRUST NUMBER 42231 TO PACIFIC ISLES LIMITED DATED FRUARY 2, 1962 AND RECORDED MARCH 30, 1962 AS DOCUMENT 18436282 FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

PARTY WALL RIGHTS IN THAT PART OF THE PARTY WALL (S) LOCATED ON THE PREMISES () OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY, AND OF AND IN THE LAND ON WHICH SAID WALL (S) IS (ARE) ERECTED, TOGETHER WITH THE RIGHT OF SUPPORT FOR SAID WALL (S).

The state of the s