C 11500

PROPERTY COMMONLY KNOWN AS: 618 D SOUTH BOULEVARD EVANSTON LL 60202 Without list for use in the form is used in the form is used in the start of t

MORTGAGE

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

THIS INDENTURE, Made this 18TH day of APRIL , 19 86 between THOMAS K. SUNDELL AND PAMELA E. SUNDELL , HIS WIFE Mortegory and

DRAPER AND KRAMER, INCORPORATED a corporation organized and existing under the laws of ILLINOIS Mortgagee.

1300

witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidence by a certain promissory note bearing even date herewith, in the principal sum of SIXTY SEVEN THOUSAND FIFTY FOUR AND 00/100

(\$ 67,054.00)

payable with interest at the rate of NINE AND ONE-HALF per centum (9.500 %)

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 Dollars

FIVE HUNIRED SIXTY THREE AND 93/100
(\$ 563.03) on the first day of JUNE , 19 86, and a like sum on the first day of each and yeary 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 MAY , 2016.

NOW, THEREFORE, the laid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the rentormance of the covenants and agreements herein contained, does by these presents. MORTGAGE and WARRANT conto 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:

DODK GOUNTY II LINDIS

1986 APR 24 PM 1: 56

86160362

SEE LEGAL RIDER ATTACHED

TAX IDENTIFICATION NUMBER: 11-19-413-020 P.

TOGETHER with all and singular the tenements, hereditaments and apparetenances 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 v., or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, tice, 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 fort), free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Librors, 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 heremafter 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 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 to 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 (l), 203 (n) and 245. (Reference Mortgagee Letter 83-21) (9/84)

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

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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 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 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 conditions attorneys, solicitors, and stenographers lees, outlays for documentary evidence and cost of conditions 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 'm' 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 afe 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 he Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED s'a !! 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 dry and year first written.

tomas K.	Emace [SEAL]	inely E	remill [SEAL]
THOMAS K. SUND		MELA E. SUND	
		7.0	
STATE OF ILLINOIS		0	
COUNTY OF COOK	ss:		0/50
I, THE UNDERS		notary public, in an L AND PAMELA	d for the county and State E. SUNDELL, HIS
and WIFE	•		own to me to be the same
person whose name S person and acknowledged the	ARE subscribed to the foregoing to THEY signed, sealed, and de-		
	he uses and purposes therein set forth	, including the relea	
GIVEN under my hand a	and Notarial Seal this	day BP	, A. D. 19
	Yen	fro the	
DOC. NO.	Filed for Record in the Recorder's	Office of	Notary Public
	County, Illinois, on the	day of	A.D. 19
at o'clock	m., and duly recorded in Bool	k of	Page
Mail To:	TAX IDENTIFICATION NU	MBER: 11-	19-418-020

THIS INSTRUMENT PREPARED BY: JOHN P. DAVEY DRAPER AND KRAMER, INCORPORATED 33 WEST MONROE STREET CHICAGO, ILLINOIS 60603

11-19-418-020

BOX 303 - HV

HUD-92116M (5-80)

ANI) the said Mottgagor further covenants and agrees as follows:

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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 Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

A sum equal to the ground tents, 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 Mortgagee) less all sums afready 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 sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and appears and appearance the preceding subsection 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 Mortgageor each month in a single payment to be applied by the Mortgageor to the following tiems in the order set lotth;

(1) ground rents, if any, taxes, soricial assessments, lire, and other hazard insurance premiums:

(1) ground rents, if any, taxes, soricial assessments, lire, and other hazard insurance premiums:

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "I te change" not to exceed four cints (4¢) for each payment more than fifteen (15) days in arrests, .o. c. ver the extra expense involved in handling definquent payments. (I) ground rents, if any, taxes, special assessments, tire, and other hazard insurance premiums; (II) interest on the note secured hereby; and (III) amortization of the principal of the said note.

If the total of the payments made by the Mortgager tor ground rents, taxes, and assessments, or insutance under subsection (a) of the preceding paragraph shall exceed the amount of the payments to be made by the Mortgager for the Mortgagor. If, however, the monthly payments ubsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments the Mortgagor under cubsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insulance premiums, as the case may be, when the deficiency, on or before the date when the Mortgagor shall pay to the Mortgagee any acrount necessary to make up the deficiency, on or before the date when payment of the Mortgage, in a.e. assessments, or insulance premiums shall be due. If at any time the Mortgagor shall pay to the Mortgage, in a.e. assessments, or insulance premiums aball be due. If at any time the Mortgagor shall enterby, or insulance of the note secured hereby, to he Mortgage shall, in computing the amount of such indebtedness, credit to the indebtedness represented thereby, or it. Acrtgages shall, in computing the amount of the provisions of subsection (a) of the preceding paragraph If there shall by a celault under any of the provisions of this mortgage resulting in a public said apply, at the time of the commencement of under accumulated, independent of the property is otherwise acquired, the Mortgager of the property of the property is otherwise acquired, the Mortgager of the needing paragraph as a credit against the amount of principal (the commencement of under secundating in the tunds accumulated, and the theorem of the property is otherwise acquired, the Mortgager of the property of the property is otherwise acquired, the Mortgager and the secundations of the property is otherwise acquired, the Mortgager and the secundation of the property is otherwise acquired, the more application of th

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and pro its now due or which may hereafter become due for the use of the premises hereit above described.

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 igainst loss by the Mortgagee and other hazards, casualties and contingencies in such amounts and for such periods as msy 'e required by the Mortgagee and will pay promptand contingencies in such amounts and for such periods as msy 'e required by the Mortgagee and will pay promptand contingencies in such amounts and to the mortgaged property, in-

All insurance shall be carried in companies approved by the Mo (greee and the policies and renewals thereof 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 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 Mortgagee and the Mortgagee instead of to the Mortgagee and the Mortgagee instead of the Mortgagee and the Mortgagee of to the mortgagee at its option either to jointly, and the insurance proceeds, or any part thereof, may be applied by it the Mortgagee at its option either to event of foreclosure of this mortgage or other transfer of title to the mortgagee at its option either indebtedness hereby, all right, title and interest of the Mortgagor in and to apperty in extinguishment of the inforce shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminer, or acquired for the mortgage.

THAT if the premises, or any part thereof, be condemned under any power of emin et, 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 Mortgage to the Mortgage and shall be paid forthwith to the Mortgage to be applied by it on accumb of the indebtedness secured hereby, whether due or not.

payable. This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgage's failure to remit the mortgage insurance premium to the Department of Housing THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured letrory not be eligible for insurance under the National Housing Act within Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the Companies and Urban Development dated subsequent to the Companies of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility). The holder of the note may, at its option, decline all sums secured hereby immediately due and supplied the Mortgage of the Housing and Why the mortgage of the mote may, at its option, decline in the holder of the note may, at its option, decline in the holder of the note may, at its option, decline in the holder of the note may at its option, depending the mediately for insurance under the Mathantane and the model and th

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.

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 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 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 homestead, enter an order placing the Mortgagee in possession of the premises, ind brains it is a receiver to the penetry, and such receiver the real in the same shall then be occupied by the owner of the equity of redemption, as a receiver for the forestead of the mortgagee when the contraction of the property and such rents, as and other items necessary for the protection and preservation of the property. Cests, taxes, insurance, and other items necessary for the protection and preservation of the property.

UNOFFICIAL CORY 2

PARCEL 1: THE SOUTH 20.0 FEET OF THE NORTH 100.0 FEET OF THE WEST 62.50 FEET

PARCEL 2:

THE EAST 10.0 FEET OF THE WEST 42.50 FEET OF THE SOUTH 20.0 FEET ALL BEING OF LOTS 1 TO 5 INCLUSIVE TAKEN AS A TRACT IN RESUBDIVISION OF BLOCK 9 IN KEENEY AND RINNS ADDITION TO EVANSTON IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS FOR DUNBAR'S SOUTH BOULEVARD TOWNHOUSE DEVELOPMENT AND EXHIBITS '1', '2' AND '3' ATTACHED THERETO DATED JANUARY 26, 1962 AND RECORDED JANUARY 26, 1962 AS DOCUMENT 18386359 MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1961 KNOWN AS TRUST NUMBER 24470 AND AMENDMENT RECORDED MAY 24, 1962 AS DOCUMENT 18484207 AND AS CREATED BY THE DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1961 KNOWN AS TRUST NUMBER 24470 TO DAVID P. CAREY AND MARY CLAIRE A. CAREY, HIS WIFE DATED YAY 25, 1962 AND RECORDED JUNE 11, 1962 AS DOCUMENT 18499158 FOR THE BENEFIT OF PAKCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER, UPON AND ACROSS:

A. THE EAST 20.0 FEET (EXCEPT THE SOUTH 29.0 FEET THEREOF) OF THE WEST 72.50 FEET OF LOTS 1 TO 5 INCLUSIVE TAKEN AS A TRACT IN RESUBDIVISION OF BLOCK 9 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN KEENEY AND RINNS ADDITION TO EVANSTON

B. THE WEST 4.0 FEET O'L LOTS 1 TO 5 INCLUSIVE TAKEN AS A TRACT IN RESUBDIVISION OF BLOCK 9 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN KEENEY AND RINNS ADDITION TO EVANSTON.

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).

6160362

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