

# UNOFFICIAL COPY

347905

ILLINOIS

VA FORM 26-6310 (Home Loan)  
Rev. August 1981. Use Optional.  
Section 1810, Title 38, U.S.C.  
Acceptable to  
Federal National Mortgage Association

1053-5-1

## MORTGAGE

THIS INDENTURE, made this 23rd day of April 1986, between  
**XXXXXXXXXXXXXX**  
**CATHERINE J. WINCHESTER**

, Mortgagor, and

"MANUFACTURERS HANOVER MORTGAGE CORPORATION,"

a corporation organized and existing under the laws of **Illinois**,  
Mortgagee.

**86167414**

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of **\$10,000.00**.

Dollars (\$ **10,000.00**) payable with interest at the rate of **10%** per annum, or such other rate as may be agreed upon, per centum (**100** per annum) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **CHICAGO, ILLINOIS**, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of **\$833.33** due on the **1st** day of **each month**.

Dollars (\$ **10,000.00**) beginning on the first day of **April**, 19**86**, and continuing on the first day of each 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**, 19**91**.

Now, THEREFORE, the said Mortgagor, for the better securing of the payment of 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 **Cook** and the State of Illinois, to wit:

LOT 1 IN BLOCK #1 OF MANUFACTURER'S HANOVER SUBDIVISION IN THE EAST 1/2 OF SECTION 35, TOWNSHIP 11, RANGE 1, PART OF CHICAGO METROPOLITAN SUBDIVISION, IN COOK COUNTY, ILLINOIS. **7261**

PROPERTY LOCATED:

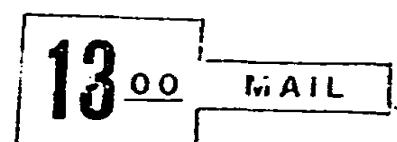
1637 FOREST GLEN  
MILROY PARK, ILLINOIS 60103

DEED REG. CO. REC'D. **10-10-86**  
TAX ID# **TRAV 448 44 000 000 000 000 000**  
**#7176 = 100 \* 100 = 10000** **86167414**

TAX NUMBER: **01-30-000-001**

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

**-86-167414**



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STATE OF ILLINOIS

## Mortgage

To

MAIL TO

86156A4

CLERK, REC'D. IN THE CLERK'S OFFICE, ILLINOIS STATE BAR ASSOCIATION

NOTARY PUBLIC  
SCHAUMBURG, IL 60193  
REGISTRATION NUMBER 70792  
ISSUED 11/26/95  
EXPIRES 11/26/96  
THIS INSTRUMENT WAS PREPARED AND NOTARIAL SEAL THIS 23RD  
of JUNE 1996.

CERTIFY THAT CLIFFORD WILCHESKE & C. WILCHESKE DO HEREBY  
NOTARILY PUBLIC, IN AND FOR THE COUNTY AND STATE AGREED, DO HEREBY  
RELEASE AND PURCHASE THE RELEASER AND WAIVER OF THE RIGHT OF HOMESTEAD.  
THIS/HER SPOUSE, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE  
NAME IS ON THE SUBSCRIBED INSTRUMENT APPENDED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED  
THAT IT WAS SIGNED, SEALED, AND DELIVERED TO THE FOREGOING INSTRUMENT AT THE PLACE, FREE AND VOLUNTARY ACT FOR THE  
PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 23RD

COUNTY OF DU PAGE

STATE OF ILLINOIS

WITNESSES THE HANDED AND SEALED AT THE MORTGAGOR, THE DAY AND YEAR FIRST WRITTEN.  
CATHERINE J. WINCHESTER (SEAL)  
CLIFFORD C. WINCHESTER (SEAL)

IF THE INDEBTEDNESS SECURED HEREBY BE GUARANTEED OR INSURED UNDER TITLE 38, UNITED STATES CODE, SUCH  
TITLE AND REGULATIONS AS MAY BE PUBLISHED IN EFFECT ON THE DATE HEREOF SHALL GOVERN THE RIGHTS, DUTIES AND  
LIABILITIES OF THE PARTIES HERETO, AND ANY PROVISIONS OF THIS OR OTHER INSTRUMENTS EXECUTED IN CONNECTION WITH  
SAID INDEBTEDNESS WHICH ARE INCONSISTENT WITH SAID TITLE OR REGULATIONS ARE HEREBY AMENDED TO CONFORM THERETO.  
THE GOVERNANTS HERETOKEN CONTRACTUAL SHALL BIND, AND THE BENEFITS AND ADVANTAGES SHALL INURE, TO THE RESPECTIVE  
HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNEES OF THE PARTIES HERETO. WHEREVER USED, THE  
REGULAR NUMBER SHALL INCLUDE THE PLURAL, THE SINGULAR, AND THE TERM "MORTGAGEE", SHALL INCLUDE ANY  
CREDITOR, CREDITOR, OR CREDITOR, WHETHER BY CONTRACT, AGREEMENT, OR OTHERWISE.

THE LIEN OF THIS INSTRUMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING ANY POSTPONEMENT OR EXTENSION OF  
THE TIME OF PAYMENT OF THE INDEBTEDNESS OR ANY PART THEREOF HEREBY SECURED IN INTEREST OF THE MORTGAGOR, SHALL  
OPERATE TO RELEASE, IN ANY MANNER, THE ORIGINAL LIABILITY OF THE MORTGAGOR, AT THE TIME OF  
PAYMENT OF THE DEBT HEREBY SECURED BY THE MORTGAGOR, AND NO EXTENSION OF THE TIME OF

IF MORTGAGOR SHALL PAY SAID NOTE AT THE TIME AND PLACE STATED ON THE MORTGAGE, AND VOWS WITH  
DUE PERFORMANCE ALL THE COVENANTS AND AGREEMENTS HERETOKEN, THEN THIS COVENANT SHALL BE NULL AND VOID  
MORTGAGE WILL, WITHIN THIRTY DAYS AFTER WRITTEN DEMAND THEREFOR BY MORTGAGOR, EXECUTE A RELEASE OR SATISFACTION  
OF THIS MORTGAGE, AND DULY PAY ALL THE PRINCIPAL MONETARY REMAINING UNPAID: (5) ALL SUMS PAID BY THE  
INDEBTEDNESS HEREBY SECURED: (4) ALL THE SAID PRINCIPAL MONETARY REMAINING UNPAID: (3) ALL THE  
INTEREST ON SUCH ADVANCES MADE: (2) ALL THE MONETARY ADVANCES AT THE RATE PROVIDED FOR IN THE PRINCIPAL  
PURPOSE AUTHORIZED IN THE MORTGAGE, WITH INTEREST ON SUCH ADVANCES AT THE RATE PROVIDED FOR IN THE MORTGAGE,  
AND COST OF SAID ABSTRACT AND EXAMINATION OF TITLE: (1) ALL THE COSTS OF SUCH SUIT OR SUITS, ADVERTISEMENTS, EVIDENCE  
AND PROOF, INCLUDING REASONABLE ATTORNEYS', SOLICITORS', AND STENOGRAFERS' FEES, OUTLAYS FOR DOCUMENTARY EVIDENCE,  
AND DULY PAY SAID NOTE AT THE TIME AND PLACE STATED ON THE MORTGAGE, SHALL BE PAID TO THE MORTGAGOR.

THESE SHALL BE INCLUDED IN ANY DECREE FORCLOSING 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, ADVERTISEMENTS, EVIDENCE,  
AND PROOF, INCLUDING REASONABLE ATTORNEYS', SOLICITORS', AND STENOGRAFERS' FEES, OUTLAYS FOR DOCUMENTARY EVIDENCE,  
AND DULY PAY SAID NOTE AT THE TIME AND PLACE STATED ON THE MORTGAGE, SHALL BE PAID TO THE MORTGAGOR.

BECOME SO MUCH ADDITIONAL INDEBTEDNESS SECURED HEREBY AND BE ALLOWED IN ANY DECREE FORCLOSING THIS MORTGAGE.  
IT SHALL BE A FURTHER LIEN AND CHARGE UPON THE SAID PREMISES UNDER THIS MORTGAGE, AND ALL SUCH EXPENSES SHALL

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The Mortgagor further agrees that should this note or any part thereof become due and payable prior to the date hereof, or at any time thereafter, and the same shall not be paid within three (3) months from the date hereof, or within one (1) month of the date of the Mortgagors Administration or other named trustee, then the holder of the note or any part thereof subsequent to the time of payment, to the date of such default, shall be entitled to guarantee said Note and this Mortgage, in full amount as full and good proof of the same, until the Mortgagor or the holder of the Note, at his option, declare said note or any part thereof secured hereby immediately due and payable.

86167414

**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 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 type or types of hazard 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 Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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.

**AND the said Mortgagor** further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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 as Trustee under the terms of this trust as hereinafter stated, 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 Mortgagee, and of which the Mortgagor is notified) 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 sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

