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MORTGAGE

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

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THIS INDENTURE, Made this 16TH day of APRIL, 1986 between TED O. MC CARTER AND YVONNE A. MC CARTER, HIS WIFE

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

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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 THREE THOUSAND TWO HUNDRED FIFTY AND 00/100** Dollars (\$ 53,250.00)

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 **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 **FOUR HUNDRED FORTY SEVEN AND 84/100** Dollars (\$ **447.84**) on the first day of **JUNE**, 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 **MAY, 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 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:

SEE LEGAL RIDE P ATTACHED .

UNIT 2D, 121 MULLINGAR COURT

OF THE LAKEWOOD CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF A PART OF LOT 16131 IN SECTION 2, WEATHERSFIELD UNIT 16, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 30, 1979 AND KNOWN AS TRUST NO. 46656, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25252295 AS AMENDED FROM TIME TO TIME; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGE SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

The lien of this mortgage on the common elements shall be automatically released as to the percentage of common elements set forth in amended declarations filed of record in accordance with the Declaration of Condominium recorded as Document Number 25252295 and the lien of this mortgage shall automatically attach to additional common elements as such amended declarations are filed of record, in the percentages set forth in such amended declarations, which percentages are hereby conveyed effective on the recording of such amended declarations as though conveyed hereby.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration, the same as though the provisions of said Declaration were recited and stipulated at length herein.

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It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required 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 Mortgagee 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.

In case of the refusal or neglect of the Mortgagee 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 Mortgagee.

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 situated, upon the Mortgagee or 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.

AND SAID MORTGAGOR covenants and agrees:

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 Mortgagee does hereby expressly release and waive.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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, 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- gagee in and to said premises.

TAX IDENTIFICATION NUMBER: 07-21-102-018
121 MILLWAKE CT. SCHMIDT, IL

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Cook County Clerk's Office

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Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration, the same as though the provisions of said Declaration were recited and stipulated at length herein.

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AND the said Mortgagor further covenants and agrees as follows:

XXXX THE MORTGAGEE IS HEREBY GRANTED THE RIGHT IN WHOLE OR IN ANY PART EQUAL TO ONE OR MORE MONTHLY PAYMENTS
X ON THE PRINCIPAL THAT ARE NOW DUE ON THE NOTE ON THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY PROVIDED HOWEVER
X THAT SAID PORTION OF THE PRINCIPAL IS NOT IN DEBT TO ANY OTHER MORTGAGEE AS OF THE DATE SAID PORTION OF THE PRINCIPAL
X IS DUE.
XX

XXXXXXX *
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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage 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 under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) 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) 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 special assessments; and
- (c) 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 Mortgagee to the following items in the order set forth:
 - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 - (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the 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 such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made 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 Mortgagee, 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 (b) 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, then the Mortgagor shall pay to the Mortgagee an 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 Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) 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 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 (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment 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 existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and receipts 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 proof of loss if not made 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 Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor 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 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 Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 6 months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban 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 payable.

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.

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

HEREAFTER, EITHER AN ORDER PLACING THE MORTGAGEE IN POSSESSION OF THE PREMISES, OR APPOINTING 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 MORTGAGOR SHALL MAINTAIN 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 HERINAFOVE DESCRIBED; AND EMPLOY OTHER PERSONS AND EXPEND 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 THEREBY 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 PROCEEDING, SHALL BE A FURTHER 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 THESE 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 SUITS, ADVERTISING, SALE, AND CONVEYANCE, INCLUDING ATTORNEYS', SOLICITORS', AND STENOGRAPHERS' FEES, OUTLAYS FOR DOCUMENTARY EVIDENCE AND COST OF A COMPLETE ABSTRACT 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 AS CURED 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 MORTGAGEE WILL, WITHIN THIRTY (30) DAYS OF WRITTEN DEMAND THEREOF BY MORTGAGOR, EXECUTE A RELEASE OR SATISFACTION OF THIS MORTGAGE, AND MORTGAGOR HEREBY WAIVES THE BENEFIT 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 MORTGAGOR 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 FEMINE.

WITNESS THE HAND AND SEAL OF THE MORTGAGOR, THE DAY AND YEAR FIRST WRITTEN.

ED O. MC CARTER [SEAL] WYOMNE A. MC CARTER [SEAL]

STATE OF ILLINOIS COUNTY OF COOK THE UNDERSIGNED ED O. MC CARTER AND WYOMNE A. MC CARTER, HIS AND WIFE, ARE subscribed to the foregoing instrument, appear before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as THEIR own 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 24th day April A. D. 1986 My Commission Expires 11/8/90 Notary Public

Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 1986 at o'clock m., and duly recorded in Book of Page of this INSTRUMENT PREPARED BY: JOHN P. DAVEY DRAVER AND KRAMER, INCORPORATED 33 WEST MONROE STREET CHICAGO, ILLINOIS 60603

assessments for the benefit of the property set forth in the storementioned Declaration. This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations, and is subject to all provisions of said Declaration were recited and stipulated at length herein.

TAX IDENTIFICATION NUMBER: 07-27-02-018 THIS INSTRUMENT PREPARED BY: HUD-2216M (5-80)

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