

State of Illinois

**Mortgage**

FHA Case No.

131:4345551-203B

This Indenture, made this 24TH day of APRIL, 1986, between  
 INDEPENDENT TRUST CORPORATION AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 4, 1986  
 KNOWN AS TRUST NUMBER 337, Mortgagor, and  
 FLEET MORTGAGE CORP., a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND  
 Mortgagor.

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 THREE THOUSAND TWO HUNDRED SIXTEEN AND NO/100----- Dollars (\$ 33,216.00-----),  
 payable with interest at the rate of TEN AND ONE HALF  
 per centum (----10.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in  
 MILWAUKEE, WISCONSIN , 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  
 THREE HUNDRED THREE AND 84/100----- Dollars (\$ 303.84-----)  
 the 1st 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:

INITIAL HERE

PRAWJB

86180328

LOT 40 IN BLOCK 3 IN HOSMER AND FENNS SUBDIVISION OF THE  
 NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF  
 SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

20-20-114-009 P

6521 SOUTH LAFLIN  
CHICAGO, IL 60636

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 Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

# UNOFFICIAL COPY

TRUST CORPORATION as trustee as aforementioned and under seal of INDEPENDENT  
All representations and warranties of INDEPENDENT  
TRUST CORPORATION as trustee as aforementioned and under seal of INDEPENDENT  
WITNESSES the hand and seal of the Mortgagee, the day and year first written, INDEPENDENT CORPORATION personally and  
habilily is assumed by or shall be asserted against the  
lender wholly are true to the best of his knowledge and no  
WITNESSES the hand and seal of the Mortgagor, the day and year first written, INDEPENDENT CORPORATION AS TRUSTEE UNDER TRUST  
INDEPENDENT TRUST CORPORATION AS TRUSTEE UNDER TRUST  
[Seal]

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Digitized by srujanika@gmail.com

Country of Côte d'Ivoire

**B3:** *What is the relationship between the number of species and the area of habitat?*

Assistant Trust Officer

State of Illinois  
LAUREL WOLSEY

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TEST NUMBER 337 - SEE EXCERPTA ORGANIC ATTACHED HERETO AND MADE A PART HEREOF

AGREEMENT DATE: 9, 1992 NUMBER: 45

11-31 SV NATION 9801 / 11851 1983 SEPTEMBER

INDEPENDENT TRUSTEE CORPORATION AS TRUSTEE UNDER TRUST

Section 1: Seal \_\_\_\_\_

Quinton 1616 W. 10th Street, Suite 200, Topeka, Kansas

**22. KUNOOSI AND MOHAMED HUSSAINI** (CONT'D) - THE INFORMATION WHICH WAS RECEIVED FROM THE BUREAU OF INVESTIGATION, KARACHI, INDICATED THAT THE SUSPECTS WERE MEMBERS OF THE TAKFIRIST GROUP.

Within the broad and varied field of observation, the Ay and Vedic first will be independent trusts, cross-observation personally.

Latitude is assumed by the author to be associated with the

TRUST CORPORATION as trustee as attorney and next

All representations and understandings of INDEPENDENT

For more information about the study, please contact Dr. Michael J. Hwang at (310) 794-3000 or via email at [mhwang@ucla.edu](mailto:mhwang@ucla.edu).

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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 to 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 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 improvement 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:

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

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) 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 assess-

ments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(b) All payments mentioned in 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 Mortgagor each month in a single payment to be applied by the Mortgagee 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;  
(iii) amortization of the principal of the said note; and  
(iv) late charges

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 (\$1) 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 (a) 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 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, then the Mortgagor shall pay to the Mortgagee 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 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 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 Mortgagee acquire 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 preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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 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 proof

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Page 3 of 4

singular, and the masculine gender shall include the feminine. used, the singular number shall include the plural, the plural the misterious, successors, and assigants of the parties hereto. Wherever advantages shall induce, to the respective heirs, executors, and The Covenantants, their Contalned shall bind, and the benefits and

any maner, the original liability of the Mortgagor. The Expressly Agreed that no extension of the time for pay- ment of the debt hereby secured by the Mortgagor shall operate to any release in interest of the Mortgagor.

earlier execution of delivery, of such release, a satisfaction by waives the benefits of all statutes or laws which require the release or satisfaction of this Mortgagor, hereby (30) days after written demand thereon by My Mortgagor, execute a conveyance shall be null and void, My Mortgagor will, within thirty days all the covenants and shall abide by, carfully with, and duly perform all the Mortgagor shall and his covenants herein, when this con-

the sale, if any, shall remain be paid to the Mortgagor: the overplus of the principal money remaining unpaid, (4) all the said unpaid on the indebtedness hereby secured: (3) all the accrued remaiming such advances; (re made: (1) All the costs of any service at the rate set forth in the note secured hereby, from the time pose accumulated in the mortgage with interest on such advances at the money advanced by the Mortgagor, if any, for the pur- evidence and cost of said abstract and examination of title; (2) officitors, and stenographers fees, outlays for documentation such advertising, sale, and conveying, including attorney's, pursuance of any such note of any sale made in mortgage and be paid out of the proceeds of any sale made in And There Shall be included in any decree foreclosing this

and be allowed in any decree foreclosing this mortgage, shall become so much additional indebtedness secured hereby the said premises under this mortgage, and all such expenses such note of the Mortgagee, shall be a further lien and charge upon such suit or proceedings, for services in or solicitors of the Mortgagee, who may be called to account of the expenses, and the reasonable fees and charges of the attorney made a party thereto by reason of this mortgage, its costs and other suit, or legal proceeding, wherein the Mortgagor shall be allowed for the purpose of such foreclosure; and in case of any title for the evidence and the cost of a complete abstract of documentation in such proceeding, and also stenographers fees of the allowed for the solicitor's fees, and reasonable sum shall be garage in any court of law for equity, a reasonable sum shall be An in Case of Foreclosure of this mortgage by said Mort-

necessary to carry out the provisions of this paragraph. persons and expand itself such amounts as are reasonably use of the premises hereinabove described; and profits for the court; collect and receive the redemption, as are approved by the or beyond any period of redemption, as far as possible within days of eminient domain, for acquisition for a public use, the required by the Mortgagee; lease title the said premises to the Mort- maitain such insurance in such amounts as shall have been re- assessments as may be due on the said premises; pay for and said premises in good repair; pay such current or back taxes and moragage, the said Mortgagor, in his discretion, may keep the action is pending to foreclose this mortgage or a subsequent action described premises under a court in which the above described premises placed in possession of to the company concerned is hereby authorized and directed to make pay

Whenever the said Mortgagor shall be placed in possession of

items necessary for the protection and preservation of the property.

payment of the indebtedness, costs, taxes, insurance, and other rements, issues, and profits when collected may be applied toward the collection of such foreclosure suit and, in case of sale and a deficiency of the rents, issues, and profits of the said premises during the period of ownership for the benefit of the Mortgagor, or by the owner of the property claiming under notice to the person or persons liable for the payment of the indebtedness, or by the owner of the property in possession of the premises and without regard to the time occupied value of said premises or whether the same shall be then occupied appropria a receiver for the benefit of the Mortgagor to an order placing the before mentioned of a receiver, or for an order to place any party claiming under notice to the said Mortgagor, or before in which such bill is filed may at any time thereafter, either court in which this mortgage of any bill for chattel purchase, the this mortgage shall have the right immediately to foreclose due, the Mortgagor shall be entitled to the whole of said debt is declared to be due in The Event that the whole of said debt is declared to be

notice, become immaterial due and payable. In the event of the Mortgagor, shall, at the election of the Mortgagor, without of said principal sum remaining unpaid together with accrued in any other covenant or agreement herein made, or in case of a breach of trust for herein and in the note secured hereby for a period of three years of the date in making any monthly payment pro-

Housing and Urban Development. To remit the mortgage insurance premium to the Department under the National Housing Act is due to the Mortgagor's failure exercised by the Mortgagee when the intelligibility for insurance payable. Notwithstanding the foregoing, this option may not be available, declare all sums secured hereby immediately due and intelligibility), the Mortgagee or the holder of the note may at his option, declare all sums secured hereby in accordance with the terms from the date of this mortgage conclusive proof of such days subsequent to the NINETY days from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such days subsequent to the NINETY days from the date of this mortgage and Urban Development department of Housing and Urban Development of any officer of the National Housing Act, within NINETY days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized days the note secured hereby not being eligible for insurance under the National Housing Act, within NINETY days from the date hereof (written statement of any officer of the

The Mortgagor further agrees that should this mortgage and secured hereby, whether it be applied by it on account of the indebtedness by the Mortgagee to the Mortgagee remaining unpaid, are held jointly under and the Note secured upon this Mortgage, and shall be paid jointly with the Mortgagee to be applied by it on account of the indebtedness and the power of eminent domain, for acquisition for a public use, the That if the premises, or any part thereof, be condemned under any power of eminent domain, for acquisition 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, the excess of the full amount of indebtedness under and the Note secured hereby, are hereby assigned to the Mortgagee, all by the Mortgagee to the Mortgagee remaining unpaid, are held jointly under and the Note secured upon this Mortgage, and shall be paid jointly with the Mortgagee to be applied by it on account of the indebtedness and the power of eminent domain, for acquisition for a public use, the

polices then in force shall pass to the purchaser or trustee, all rights, title and interest of the Mortgagee in and to any insurance property in extinguishment of the indebtedness secured hereby, all clausure of this mortgage or other transfer of title to the mortgaged restoration or repair of the property damaged, in event of force. either to the reduction of the indebtedness hereby secured or to the or any part thereof, may be applied by the Mortgagee at its option Majormortgagor and the Mortgagge jointly, and the insurance of the company concerned is hereby to the Mortgagor instead of to the mortgagor for such loss directly to the Mortgagor, and each insurance of loss if not made promptly by Mortgagor, and each insurance

# UNOFFICIAL COPY

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ATTACHED HERETO AND MADE A PART HEREOF:

This MORTGAGE is executed by INDEPENDENT TRUST CORPORATION not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Independent Trust Corporation personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Independent Trust Corporation personally concerned the legal holder or holders of said note and the owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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