

# UNOFFICIAL COPY

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State of Illinois

## Mortgage

NRA Case No.

131 4375514-703

86181484

This Indenture, made this **2ND** day of **MAY**, 19 **86**, between  
**JAMES L. THALMANN AND ANNETTE M. THALMANN, HUSBAND AND WIFE**  
**MANUFACTURERS HANOVER MORTGAGE CORPORATION**,  
a corporation organized and existing under the laws of **DELAWARE**,  
Mortgagor, and  
Mortgagee.

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

**SIXTY NINE THOUSAND TWO HUNDRED THIRTY FOUR AND 00/100----- Dollars (\$ 69,234.00 )**  
payable with interest at the rate of **TEN AND 00¢/1000-----**  
per centum (**10,000‰**) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

**FARMINGTON HILLS, MICHIGAN**, 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

**SIX HUNDRED SEVEN AND 58/100----- Dollars (\$ 607.58 )**  
of **JUNE**, 19 **86**, 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**  
**20 16**.

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 and the State of Illinois, to wit:

LOT THIRTY THREE IN BLOCK NINE IN STREAMWOOD UNIT NO. 4, BEING A SUBDIVISION  
IN THE WEST HALF OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1958 AS  
DOCUMENT NO. 17,188,252 IN COOK COUNTY, ILLINOIS.

PTN# 06-23-112-021

*304 S. Oldendorf  
Streamwood, IL*

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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 (l)) in accordance with the regulations for those programs.

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MANUFACTURERS HANOVER MORTGAGE CORPORATION  
3051 OAK GROVE ROAD SUITE 110  
BOWMERS GROVE, ILLINOIS 60515

AMY A. EVANS

PREPARED BY AND RETURN TO:

DEPT-01 RECORDEDING  
#13-26-4 \* -86 - 13-26-4  
142222-TRAN 0071 05/07/86 11:07:00  
\$13.25

at 0'clock

in", and duly recorded in Book

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### County, Illinois, on the

Filed for Record in the Recorder's Office of  
the County of San Joaquin, California.

National Public

A.D. 1986

This will, personally known to me to be the same instrument referred to in the foregoing paragraph, appeared before me this day in full dress, and delivered the said instrument as John C. Gandy, including the release and waiver of the right of homestead.

ANNETTE M. THALMANN  
and  
SARAH S. THALMANN

a notary public, in and for the county and State

**County of**

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100%

itwagt

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ANNETTE M. THALHAN

N

MR. LIPSIUS WILHELM.

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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 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 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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unusual, and the manufacturer shall include the following:  
a) the serial number shall include the plural, the plural of  
manufacturers, accessories, and details of the parts hereinafter referred  
to the specific parts, executors, and details of which

The Corporation shall file with the Board of Directors of the Motor Vehicle  
Safety Council, the original liability of the Motor Vehicle.

any manner, the debt hereby secured given by the Motor Vehicle  
Council in respect of the Motor Vehicle, to the extent of the time remaining  
until the expiration of the Motor Vehicle.

earlier execution or delivery of such release or cancellation by  
waives the benefits of all notices or laws which relate to the  
release or cancellation of this mortgage, and Motor Vehicle, except  
(j) days after written demand therefor, by Motor Vehicle, except  
anytime it shall be null and void, and Motor Vehicle, will, within thirty  
form all the convenants and agreements herein, then and duly per-  
manent if reasonable and such, as and in the time and in the  
Motor Vehicle.

the time, if any, shall when paid to the Motor Vehicle.  
principal money owing, including unpaid, the overplus of the proceeds of  
amount on the indebtedness hereby created; and (4) all the said  
such advances are made; (5) all the accrued interest remaining  
at the rate set forth in the note secured hereby, from the date  
paid in advance by the motor vehicle, except as follows: (1)  
evidence and costs of said attorney and expenses in the  
collections, and attorney fees, attorney's fees,  
alimony, dividends, etc., and conveying attorney's fees,  
duarance of any such decree; (2) all the costs of such and  
mortgage and paid out of the proceeds of any sale made in  
And There Shall be included in the motor vehicle, including the  
and be allowed in any decree foreclosing this mortgage.

and be allowed to much additional liquidated damages  
shall become so much additional liquidated damages accrued hereby/  
the said premises under this mortgage, and all such expenses  
such suit or proceeding, so made public, for services in  
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 Motor Vehicle shall be  
true for the purpose of such foreclosure; and in case of any  
documentary evidence and costs of a complete abstract of  
foreclosure, and such proceedings as may be necessary for  
completion in such proceeding, and also for all outlays for  
completion in such proceeding, and reasonable fees, and  
allowable for the sole benefit of the Motor Vehicle, where  
same in any court of law or equity, a reasonable sum shall be  
An in Case of Foreclosure of this mortgage by said Motor-  
Vehicle to carry out the provisions of this paragraph.

necessary to the said Motor Vehicle under an order of a court in which  
the above described premises shall be placed in possession of  
an action to prevent the said Motor Vehicle in its discretion, may keep the  
motor vehicle, the said Motor Vehicle to foreclose this mortgage or a subsequent  
assessment as may be due on the said premises, pay such current or back taxes and  
said premises in good repair, pay such current or back taxes and  
assessment as may be due on the said premises, pay such current or back taxes and  
allowable for such insurance in such amounts as shall have been re-  
quired by the Motor Vehicle; lease the said premises, pay for all  
damages, proceeds, and the consideration for a public use, the  
any power of eminent domain, or acquisition for a  
That is the premises, or any part thereof, be condemned under  
the Motor Vehicle hereby, whether it be or not.

payment of the indebtedness, costs, taxes, insurance, and other  
rents, taxes, and profits when collected may be applied toward the  
debt, during the full statutory period of redemption, and such  
period of such foreclosure suit and, in case of sale and a de-  
cree, the rents, taxes, and profits of the said property until the  
appellant a receiver for the benefit of the plaintiff, or  
by the owner of the property of the defendant, as a homestead, after  
value of said premises or whether the same shall be then occupied  
Motor Vehicle in possession of a receiver, or for an order to the  
application for appointment of a receiver, or for an order to the  
payment of the indebtedness excepted hereby, at the time of such  
the solventy of insolvent of the person liable for the  
any party claiming under said Motor Vehicle, and without regard to  
before or after due, and within notice to the said Motor Vehicle, either  
court in which such bill is filed may in any bill for that purpose, the  
this mortgage, and upon the filing of any bill for that purpose, the  
due, the Motor Vehicle shall have the right immediately to foreclose  
And in The Event that the whole of said debt is declared to be  
notice, become immediately due and payable.

event therein, shall, at the election of the Motor Vehicle,  
of said principal sum remained together with accrued in  
any other covenant or agreement herein stipulated, or in case of a breach of  
timeliness (j) days after the due date hereby for a period of  
vided for herein and in the note secured hereby for a period of  
In the Event of default in making any monthly payment pro-

Housing and Urban Development to the Department of  
under the National Housing Act in due to the Motor Vehicle, failing  
exercised by the Motor Vehicle when the legislature for insurance  
payable. Notwithstanding the foregoing, this option may not be  
option, declare all sums accrued hereby due, and  
inability, the Motor Vehicle hereby immediately due, and  
and this mortgage being deemed conclusive proof of such  
from the date of this mortgage, declining to insure said note  
subject to the Secretary of Housing and Urban Development dated  
Department of Housing and Urban Development or authorized  
from the date hereof written statement of any officer of the  
National Housing Act, within  
the note secured hereby not to be liable for insurance under the  
The Motor Vehicle further agree that should this mortgage and  
accrued hereby, whether it be or not,

the Motor Vehicle to be applied by it on account of the indebtedness  
by the Motor Vehicle, the Motor Vehicle remitted upon this Motor Vehicle  
and the Note secured hereby remitted upon this Motor Vehicle  
the extent of the full amount of indebtedness upon this Motor Vehicle,  
damages, proceeds, and the consideration for such acquisition  
any power of eminent domain, or acquisition for a  
That is the premises, or any part thereof, be condemned under  
the Motor Vehicle hereby, whether it be or not.

right, the individual interest of the indebtedness secured hereby, all  
property in excess of or other transfer of title to the Motor Vehicle  
closure of this mortgage hereby transferred or to the Motor Vehicle  
restitution or repayment of the reduction of the indebtedness damage, in event of loss.

of loss if not made promptly by Motor Vehicle, and each insurance  
company concerned is hereby authorized and directed to make pay  
ment for such loss directly to the Motor Vehicle instead of to the  
company concerned is hereby authorized and directed to make pay  
items necessary for the protection and preservation of the property.