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

THIS INDENTURE, Made this JAMES R. HARPER AND DELPHINE HARPER, HIS WIFE

5TH

day of

19 86

between

, Mortgagor and

COMMONWEALTH EASTERN MORTGAGE CORPORATION

a corporation organized and existing under the laws of

NEW JERSEY

86186623

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 SEVENTY THREE THOUSAND NINE HUNDRED FIVE AND Dollars (\$ *****73,905.00 00/100

payable with interest at the rate of TEN AND 00000/100000

%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office 10.000 HOUS ON, TEXAS 77027 or at such other in

place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments SIX HUNDRED FORTY EIGHT AND 57/100 of Dollars (\$ ****1 * 648.57 . 19 86 , and a like sum on the) on the first day of JULY

first day of each and eve y north 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 JUNE, 2016.

NOW, THEREFORE, the said plortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants out agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee. its successors or assigns, the following rescribed Real Estate situate, lying, and being in the county of 031 and the State of alloois, to wit:

LOT 35 IN MILLS AND SONS KTSUBDIVISION RECORDED MAY 2, 1921 AS DOCUMENT 7131415 OF SUNDRY LOTS IN BLOCK 1, 2, 11, AND 12 IN GALE AND WELCH'S RESUBDIVISION OF BLOCKS 27 TO 30, LOTS 4 TO 12 IN BLOCK 31 AND ALL OF BLOCKS 31 AND ALL OF BLOCKS 46 TO 50 (TOGETHER WITH VACATED STREETS AND ALLEYS) IN A. GALE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31 AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CHICAGO, 1642 N. MCVICKER AVENUE 17 60639

FRAN M. MOKTILLARO THIS INSTRUMENT PREPARED BY: COMMONWEALTH EASTERN MORTGAGE CORP. ROLLING MEADOWS, IL 60008

TAX 1.D. 1 13-32-320-018 -

TOGETHER with all and singular the tenements, hereditaments and appurtenances theren to 'clonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing her t, 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.

and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue rate. the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and wrive.

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. (I) 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 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.

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AND the said Mortgagor further convenants and agrees as follows:

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) A sum equal to the ground rents, if any, next due, plus the premiums that will next become 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 clapse 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
- (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 Mortgagoe to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (IP interest on the note secured hereby; and
 - (III) 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 of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each deflar (\$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 1 acc by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor 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 Mc trangor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly pryments 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 Mortgage any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance plemiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured morely, 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 no 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 indebtednes, processed the Mortgager does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due to the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected or the mertgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and co-diagencies 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 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 die muchion of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage is 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 Mortgager 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 MORITIAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS 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 SIXTY DAYS 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. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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.

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and stenographers' fees, outlays for d commentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced in pursuance of any such decree; (i) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', AND THERE SHALL BE INCLUDED in any decree foreelosing this mortgage and he paid out of the proceeds of any sale made

in any decree foreclosing this mortgage.

the said premises and this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed attorneys or solicitors of the Morigagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the Morigagee suill to made a party thereto by reason of this morigage, its costs and expenses, and the reasonable fees and charges of the 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 allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be

the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to tions, either within or beyond any period of redemption as are approved by the court; collect and receive the ronts, issues, and profits for in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and condiin good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance action is pending to forcelose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an

necessary for the protection and preservation of the property.

rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items during the pendency of such forselosure suit and, in ease of sale and a deficiency, during the full statutory period of redemption, and such of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mongagee in possession of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or 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 AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to forcefose