PROPERTY COMMONLY KNOWN AS: 1016 BRENTWOODD OLLOW #17-5 FUFFAIO GROVE, IN 6008/9

MORTGAGE

mortgages insured under the one- to four-family provisions of the National Housing Act

THIS INDENTURE, Made this

бт н day of MAY

, 1986 between

MARSHA L. DOTSON, MARRIED TO JOHN DOTSON

, Mortgagor, and

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS

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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 FIVE THOUSAND AND Dollars 00/100 (\$ 55,000.00)

payable with interest at the rate of NINE AND ONE-HALF per centum (9.500 %) per annum or the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in or at such other place as the holder may

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

FIVE HUNDRED SEVENTY FOUR AND 75/100
574.75) on the first day of , 1986, and a like sum on the JULY 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 part, shall be due and payable on the first day of JUNE , 2001.

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 are the Mortgagee, its successors or assigns, the following described Real COOK Estate situate, lying, and being in the county of Illinois, to wit:

COOK COUNTY AT INOIS

1986 MAY 12 PM 12: 30

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TAX IDENTIFICATION NUMBER: 03-08-301-627-0000

TOGETHER with all and singular the tenements, hereditaments and a purtenances 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 of 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.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and laxtures, unto the said Mortgagee, its nuccessors and assigns, forever, for the purposes and uses herein set for a free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illin is 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 here-inafter 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 Martgagee 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 the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged us 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 covenants 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 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:

(1) 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) If 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;

(h) A num equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on

(b) A num 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 nortgaged 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 social assessments; and

(c) All payments or allowed in the two preceding subsections of this paragraph and all payments to be made under the note secured higher shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single proment to be applied by the Mortgagor to the following items in the order set forth:

(I) premium the result ander the contract of insurance with the Secretary of Housing and Urban Development, or monthly there is not item of mortgagor insurance premium), as the case may be;

(II) ground rents, it are 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 ray such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such (ay next, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed for cents (4 e) 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 (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor 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 (b) of the oreceding 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 Mortgagor entry 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 account of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of amount of such indebtedness, credit to the account of the Mo terigor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee nrs 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 diffault 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 commercement 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 inder subsection (a) of the pre-

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforestid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may heleaffer become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the rori aged property, insured as may be required from time to time by the Mortgagee against loss by fire and other azards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgage 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 enewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in for 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 Mortgagee 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 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 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

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.

hel 5/9/86.

HUD-92116M (5-80)

CHICAGO, ILLINOIA **UNOFFICIAL C** 33 M. WONKOE DRAPER AND KRAMER, INCORE

ТОНИ Б. DAVEY

THIS INSTRUMENT PREPARED BY:

TAX IDENTIFICATION NUMBER:

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m., and duly recorded in Book

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(08-9) W911Z6-ONH

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County, Illinois, on the

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Filed for Record in the Recorder's Office of

Notary Public

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COUNTY OF

person and acknowledged that THEY signed, sealed, and delivered the said instrument at HEIR free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right person whose name B

subscribed to the foregoing instrument, appeared before me this day in

JOHN DOTSON AND MARSHA L. DOTSON, HIS W.R. , RESTANTED, personally known to me to be the same

eforesaid, Do Hereby Certify That

THE ENDERSIGNED

COOK

STATE OF ILLINOIS

John Dotson is signing the Mortgage for pirposes of Homestead Rights Only [SEVI] [SEVI]

NOSTOR NHOR

[SEVI]

DOTSON WARSHA L.

[SEVI] WITNESS the hand and seal of the Mortgagor, the day and year first written.

the teminine.

respective heits, executors, administrators, successo's, and assigns of the parties herever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee to any manner, the original liability of 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 age eements herein, then this conveyance shall be full and void and Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waiten demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waites demand therefor by Mortgagee.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale nade 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 said abstrict and examination of title; (2) all the moneys advanced by the Mortgage, if any, from the time out advances are made; (3) all the accrued interest remaining unpaid on the independences authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby secured; (1) s.1 the said principal money remaining unpaid on the independences hereby secured; (1) s.1 the Mortgagor.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a proceeding, and also (or 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 p. if thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the articinacy or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be one of the attoine, and charges of the mortgage, and all such expenses shall become of the additional indeptedness secured hereby and be allowed in any decree foreclosing this mortgage.

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 Mortgagee, in its discretion, may; keep the said premises in good repair; pay such current or back taxes and assessments 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 Mortgageor 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 cents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right in which such immediately to foreclose this mortgage, and upon the filling of any bill for that purpose, the court in which such bill is a filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an onder to place Mortgagee in possession of the premises of the payment of the indebtedness secured hereby, and without regard to the value the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a following the fine payment 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 plum at eceiver for the foreclosure suit and, in case of sale and a deficiency, during the payment of the indebted demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted demption, and such rents, insues, and other items necessary for the profection and preservation of the property.

Where, the said premises and other items necessary for the profection and preservation of the property.

aforesaid, Do Hereby Certify That Marsha L. Dotson MARRIED TO JOHN DOTSON , his wife, personally known to me to be the same and subscribed to the foregoing instrument, appeared before me this day in person whose name person and acknowledged that SBC- signed, scaled, and delivered the said instrument as herefree and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestend.

GIVEN under my hand and Notarial Seal this

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

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A.D. 19

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m., and duly recorded in Book

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UNIT NUMBER 12-5IN COVINGTON MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27412916 AND AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

MORTCATOR 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 SAID PROPERTY SET FORTH IN THE AFOREMENTATION OF CONDOMINIUM.

THIS MORTGACE 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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