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MORTGAGE

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

THIS INDENTURE, Minde this MARY R. GOWNELLA , A SPINSTER

day of

MAY

1986, between

Mortgagor, and

Dollars

DRAPER AND KRAMER INCORPORATED

a corporation organized and existing under the laws of ILLINOIS

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by

promissing note bharing even date herewith, in the principal sum of HUNDRED FICTY AND 00/100

(\$ 72,750.00)

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per centum (9.500 %)

payable with interest at the rate of NINE AND ONE-HALF per annum or the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CRICAGO , 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 SEVEN HULD/RD SIXTY AND 24/100 Dollars

760, 24) on the first day of

JULY , 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 no! sooner paid, 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 WARRALT into 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:

COOF COUNTY ICLANOIS

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TAX IDENTIFICATION NUMBER: 03-08-20-027-0006

TOGETHER with all and singular the tenements, hereditaments and each renances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every and for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures on or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, it le, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and ixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set to t, free from all rights and benefits undir and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mort sagor does here by expressly release and wa ve.

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 themsof, 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 Mortgague, as hereinafter provided, intil 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 Mortgager 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 the Moitgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mort aggird 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 nortgage 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.

STATE OF ILLINOIS HUD-92116M (5-80)

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AND the said Nortgagor further covenants and agrees as follows:

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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) Im amount sufficient to provide the helder 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 su 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 at 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 ons-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;

(a) All payments userloand in the property; and second definition of this premium and of a payments and assessments and assessments next due on the mortgaged property, plus taxes and assessments next due on 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 some delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments; and taxes and proceed to the property of the payments are taxed and proceed to taxed to taxed and proceed to taxed to tax

(c) All paymen is antioned in the two preceding subsections of this paragraph and all payments to be made under the note secured 'en by shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a 'a'e' reprincy to be applied by the Mortgager to the following items in the order set forth:

(I) premium charge tin lieu of mortgage insurance with the Secretary of Housing and Urban Development, or monthly charge tin lieu of mortgage insurance premium), as the case may be:

(II) ground rents, if 'ny, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the objectured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of my 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 e) for each dollar (\$1) for each payment more than fifteen (15) days in arreas, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by he l ortgagor 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, it the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be maile by the Mortgage, 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, taxis, 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 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 Mortgago, 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 Mortgages has not become obligated to pay to the Secretary subsection (a) of the preceding paragraph which the Mortgagee h is not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining it. The funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a refault 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 communicement 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 pracipal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph. ceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afor mid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may be eafter become due for the use

of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on me rougaged property, insured as may be required from time to time by the Mortgagee against loss by fire and o her lazards, casualties and continuencies in such amounts and for such periods as may be required by the Mortgage of a will pay promptly, when due, any piemiums on such insurance provision for payment of which has not been mide 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 reade 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 succured 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 stall 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 Mortgague and shall be paid forthwith to the Mortgague to be applied by it on account of the indebted-

ness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-6 months from the date hereof (written stategible for insurance under the National Housing Act within ment 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 hald 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.

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tamediately to loseclose this mortgage, and upon the filing of any bill for that purpose, the court in which such tamediately to loseclose this mortgage, and upon the filing of any bill for that purpose, the court in which such states in the films of the solvency or insolvency at the time of such such applications for appointment of the receiver, or for an order to place Mortgage in possession of the premises of whether the same shall then be occupied by the owner of the genius of the premises of she equity of redemption, as a secured hereby, and without regard to the value for said mortgage, or insolvent of the premises of the property of the finite payment of the premises of the premises. Or seed the property of such freely, and profits with power to collect the rents, issues, an appoint a receiver for the payment of the indebted the payment of the property of such finite, issues, and profits of the indebted for the payment, and profits of the indebted for the payment, and such that the profits of th AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgages shall have the right

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 both the mounts as and assessments, as may be due on the said premises in good repair pay such insurance in such amounts as shall have tenured by the Mortgagee; lease the said premises to the Mortgager or others upon such amounts as shall have sents, element of property of the proving and conditions, each proving an action of the proving and expenses, and profits for the use of the premises hereinsbowed by the court; collect and receive the said premises hereinsbowed by the court; collect and receive the pend itself; such amounts as are reasonably necessary to carry out the provisions of this paragraph.

of the attorne" of the Mortgages, so made parties, for services in such suit or proceedings, shall become a further liet of charge upon the said premises under this mortgage, and all such expenses shall become so much additions it debtedness secured hereby and be sllowed in any decree foreclosing this mortgage. 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 frequency and slap 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 part thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges be made a part in such suit or proceeding, and the mortgage shall be made parties. For services in such suit or proceeding, shall be made a part in such suit or proceeding, and

of sale, if any, shall then be paid to the Mortgagor. cured hereby, from the time son a savences are made; (3) all the accrued interest remaining unpaid on the indebiedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds to the purpose authorized to the mortgage with interest on such advances at the rail of the note se-AND THERE S.A. BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any said conveyance, "cluding attorneys, solicitors, and stenographora, fees, outlays for documentary evisale, and conveyance, "cluding attorneys, solicitors, and stenographora fees, outlays for documentary evisale, and conveyance, "cluding attorneys, solicitors, and stenographora deep of any fine Mortgage, if any,
dence and coart of said spate and examination of title; (2) all the moreys advanced by the Mortgage, if any,

ecution or delivery of such release or satisfaction by Mortgagee. If Mortgagor shall pay said note at the time and in the manner aforesaid and shall shide by, comply with, and duly perform all the coverants and agriculta herein, then this conveyance shall be full and void and Mortgagor, execute a release or satisfaction days with thirty (30) days after viltten demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waiter the benefits of all statutes or laws which require the earlier executes and Mortgagor hereby waiter the benefits of all statutes or laws which require the earlier executes.

the Mortgages to any successor in interest of the Not gagor shall operate to release, in any manner, the original time of the Mortgages to any manner, the original time by the Mortgages of the

respective heirs, executors, administrators, successors, and easigns of the parties hereto. Wherever used, the singular, and the masculline gender shall include THE COVENAUTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the

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TAX IDENTIFICATION NUMBER:

day of

E0909 SIONITIE CHICYGO 33 MEST MONROL BY ENGORFORA P DEAPER AND KRA DOEN & DYAKK THIS INSTRUMENT PREPARED BY:

County, Illinois, on the

O, CJOCK

m., and duly recorded in Book

UNIT NUMBER 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 EN COOK COUNTY, ILLINOIS.

THE MORICAGOR ALSO HEREBY GRANTS TO THE MORIGAGEE, 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, AS SET FORTH IN THE DECLARATION OF CONDOMINHUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS EC.

Colling Clerks

Office THOUGH THE PROVISIONS OF SAIT DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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