

UNOFFICIAL COPY 86196726

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

MORTGAGE

WITH DEFERRED INTEREST AND INCREASING MONTHLY INSTALLMENTS.

THIS INDENTURE, Made this 8TH day of MAY, 1986 between JAMES R. PATTISON, A BACHELOR AND TIMOTHY A. PATTISON, A BACHELOR AND ROBERT G. PATTISON, DIVORCED & NOT SINCE REMARRIED, Mortgagee, and DRAPER AND FRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS Mortgagee

WITNESSETH: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SIXTY FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$ 64,750.00)

payable with interest at the rate of NINE AND THREE-QUARTERS per centum ( 9.7500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 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 DEFERRED INTEREST SHALL BE ADDED TO THE PRINCIPAL BALANCE MONTHLY, \*\* Dollars (\$ PER SCHEDULE "A") 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 not sooner paid, shall be due and payable on the first day of JUNE, 2016

NOW, THEREFORE, the said Mortgagee, 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:

-86-196726

SEE LEGAL RIDER ATTACHED

COOK COUNTY RECORDING 14111 TRAN 023-05/16/86 1-137109 FILE # -86-196726

\*\*THE MAXIMUM AGGREGATE AMOUNT TO WHICH SAID DEFERRED INTEREST SHALL INCREASE THE PRINCIPAL IS 68,143.88

TOGETHER with the fixtures, improvements and appurtenances thereto 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 to 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 Mortgagee in and to said premises.

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 the said Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee.

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 Mortgagee 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.

14<sup>00</sup> MAIL

STATE OF ILLINOIS HUD-89118M (5-80)

2000  
L-140586-08 Thomas  
LAND TITLE CO.

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## SCHEDULE "A"

\$422.20 DURING THE FIRST NOTE YEAR.

\$453.87 DURING THE SECOND NOTE YEAR.

\$487.91 DURING THE THIRD NOTE YEAR.

\$524.50 DURING THE FOURTH NOTE YEAR.

\$563.84 DURING THE FIFTH NOTE YEAR.

\$606.12 DURING THE SIXTH NOTE YEAR AND THEREAFTER.

Property of Cook County Clerk's Office

92205100



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HUD-2716m (5-80)

CHICAGO, ILLINOIS 60607  
JOHN P. DAVEY  
33 W. MONROE

TAX IDENTIFICATION NUMBER:

THIS INSTRUMENT PREPARED BY:

at \_\_\_\_\_ of \_\_\_\_\_  
County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1980  
Filed for Record in the Recorder's Office of \_\_\_\_\_  
DOC. NO. \_\_\_\_\_

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1980  
*Michael Thomas*  
Notary Public

I, THE UNDERSIGNED  
a Notary Public, in and for \_\_\_\_\_ County and State  
do hereby certify that JAMES E. PATTISON, A SACHLON AND TIMOTHY A. PATTISON, A SACHLON  
and ROBERT G. PATTISON, DIVORCED AND NOT SINCE RE-MARRIED, personally known to me to be the same  
person whose name S YHE subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that THEY signed, sealed, and delivered the said instrument as THEIR  
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right  
of homestead.

STATE OF ILLINOIS ROBERT G. PATTISON  
COUNTY OF COOK

[SEAL] [SEAL] [SEAL]  
TIMOTHY A. PATTISON  
JAMES E. PATTISON  
ROBERT G. PATTISON

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the  
respective heirs, executors, administrators, successors and assigns of the parties hereto. However used,  
the singular number shall include the plural, the plural the singular, and the masculine gender shall include  
the feminine.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by  
the Mortgagor to any successor in interest of the Mortgagor shall operate to release, in 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 agreements herein, then this conveyance shall be null and void and Mort-  
gagor will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction  
of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier ex-  
ecution or delivery of such release or satisfaction by Mortgagor.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the pro-  
ceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising,  
sale, and conveyance, including attorneys' fees, solicitors', and stenographers' fees, callers for documentary evi-  
dence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagor, if any,  
for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note se-  
cured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the in-  
debtedness hereby secured; (4) the said principal money remaining unpaid.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagor 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  
proceeding, and also 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 Mortgagor shall  
be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges  
of the attorney or attorneys of the Mortgagor, so made parties, for services in such suit or proceedings, shall  
be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become  
so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

Whenever the said Mortgagor 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 Mort-  
gagor, in its discretion, may keep the said premises in good repair; pay such current or back taxes and assess-  
ments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have  
been required by the Mortgagor; lease the said premises to the Mortgagor or others upon such terms and condi-  
tions, either within or beyond any period of redemption, as are approved by the court; collect and receive the  
rents, issues, and profits for the use of the premises hereinafore described; and employ other persons and ex-  
pend 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 Mortgagor shall have the right  
immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such  
bill is filed may at any time hereafter, either before or after sale, and without notice to the said Mortgagor, or  
any party claiming under said mortgage, and without regard to the priority or lien of any such  
applications for appointment of a receiver, or for an order to place the mortgage in possession of the premises of  
the mortgagor, enter an order placing the mortgage in possession of the premises, or appoint a receiver for the  
benefit of the Mortgagor with power 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 full statutory period of re-  
demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted-  
ness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

AND IN THE EVENT that the whole of said debt is declared to be due, the Mortgagor shall have the right  
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92-296-286  
86196-286

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PARCEL 1:

UNIT 7-A2-2 IN DEER RUN CONDOMINIUM, PHASE II, AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN VALLEY VIEW SUBDIVISION, BEING A DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECEIVED MARCH <sup>15</sup> 1983 AS DOCUMENT 26535491, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM RECORDED JULY 24, 1985 AS DOCUMENT 85116690; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUTLOT "A" IN VALLEY VIEW SUBDIVISION AFORESAID AS CREATED BY GRANT OF EASEMENT RECORDED JULY 24, 1985 AS DOCUMENT 85116689.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF GARAGE SPACE NO. G7-A2-2, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT 85116690

THE MORTGAGOR ALSO HEREBY GRANTS TO THE 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, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS 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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2025/01/14