

# UNOFFICIAL COPY

State of Illinois

## Mortgage

PKA Case No.  
131:4286873-7038

#267980

This Indenture, Made this <sup>14th</sup> ~~15th~~ day of MAY, 1986, between

ANDRES ALANIS ~~XOSOR~~ <sup>(AA) (LINA)</sup> MARRIED TO KAREN M. ALANIS, Mortgagor, and

AG196809

FIRST WESTERN MORTGAGE CORPORATION  
a corporation organized and existing under the laws of The State of Illinois  
Mortgagee.

8-556-17

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

\$ 72,050.00 SEVENTY TWO THOUSAND FIFTY AND NO/100ths Dollars  
payable with interest at the rate of NINE & 1/2 per centum ( 9.5 % ) per annum on the unpaid balance until paid, and made  
payable to the order of the Mortgagee at its office in Palatine, Illinois 60067  
or at such other place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly in-  
stallments of SEVEN HUNDRED FIFTY TWO AND 37/100ths Dollars (\$ 752.37 )  
on the first day of JULY, 1986, and a like sum of 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, 2001

Now, therefore, the said Mortgagor, for the better security of the payment of the said principal sum of money and interest and the perfor-  
mance of the covenants and agreements herein contained, do hereby presents Mortgage and Warranty 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:

LOT 18 IN BLOCK 9 IN MC INTOSH'S METROPOLITAN ELEVATED SUBDIVISION OF  
THAT PART OF THE SOUTHEAST 1/4 LYING NORTH OF THE SOUTH 1271.3 FEET OF  
THE SOUTH 300 ACRES IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AG196809

PERMANENT TAX ID# 16-19-408-039

COMMONLY KNOWN AS: 1844 ~~BERK S. ENGLID~~, BERWYN, ILLINOIS 60402  
<sup>(AA) (LINA)</sup>

Together with all and singular the tenements, hereditaments 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 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

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 Mortgagor does hereby expressly release and waive.

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 kinds of insurance, and in such amounts, as may be required by the Mortgagee

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

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic mortgage insurance premium payments.

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13 00 MAIL

DEPT-01 RECORDING 1986-05-16/17 14:55:00 1986-05-16-198809

EAST WESTERN MORTGAGE CORP.  
555 NORTH COURT, SUITE 200  
PALM BEACH, ILLINOIS 60067

PREPARED BY AND MAIL TO:



Property of Cook County Clerk's Office

*[Signature]*

Doc. No. Filed for Record in the Recorder's Office of Cook County, Illinois on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1986

*[Signature]*  
A.D. 1986

Witness the hand and seal of the Notary Public, the day and year first written.

608961-98

Witness the hand and seal of the Notary Public, the day and year first written.  
ANDRES ALANIS, Notary Public  
TAMM M. ALANIS  
THE WAIVER OF HOMESTEAD RIGHTS ONLY  
SEAL

608961-98

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In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that of the Mortgagee, the Mortgagee may, at its option, keep said premises insured against fire, lightning, theft, and other risks, assessments, and assessments of any kind, which it may make such reports to the proper authorities, and in its discretion it may deem necessary to prosecute any claim for loss of and any moneys so paid or expended shall be a first lien in priority of payment of the indebtedness secured by this mortgage to be paid out of proceeds of the sale of the mortgaged premises, or net proceeds paid by the Mortgagee.

It is expressly provided that the Mortgagee shall not be bound by the mortgage to the contrary insofar as the Mortgagee shall not be required to discharge the mortgage, pay, discharge, or remove any tax, assessment, or other charge or lien against the premises described herein, or any improvements or appurtenances situated thereon, or to pay any taxes, assessments, or other charges, or to contest the validity of the same, or to institute any legal proceedings to collect or enforce the same, or to defend any suit which shall or may be brought against the Mortgagee, or to defend any premises or any part thereof, or to defend any suit brought against the Mortgagee.

And the said Mortgagee shall have the following:

That the privilege of withdrawal of funds shall be as follows:

The Mortgagee shall have the right to withdraw from the funds of principal and interest payments made by the Mortgagor under the mortgage hereby, the Mortgagee shall have the right to withdraw on the first day of each month, and thereafter on the first day of each month, the following:

(a) An amount equal to the amount of the monthly mortgage payments to pay the next mortgage payment and the assessments, taxes, and assessments of any kind, and charge (in lieu of mortgage insurance premium) which are held by the Secretary of Housing and Urban Development.

(b) If and so long as said note is in full payment of the indebtedness secured hereby, the Mortgagee shall have the right to withdraw from the funds of principal and interest payments made by the Mortgagor under the mortgage hereby, the Mortgagee shall have the right to withdraw on the first day of each month, and thereafter on the first day of each month, the following:

(1) If and so long as said note is in full payment of the indebtedness secured hereby, the Mortgagee shall have the right to withdraw from the funds of principal and interest payments made by the Mortgagor under the mortgage hereby, the Mortgagee shall have the right to withdraw on the first day of each month, and thereafter on the first day of each month, the following:

(b) A sum equal to the amount of the monthly mortgage payments, plus the premiums that will be required to be paid on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments of any kind, and charge (in lieu of mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one half (1/2) per centum of the amount of outstanding balance due on the note computed without regard to any delinquencies or assessments.

(c) All payments made by the Mortgagor under the mortgage hereby shall be applied to the following items in the order set forth:

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) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(ii) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(iii) interest on the note secured hereby;

(iv) amortization of the principal of the said note; and

(v) 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 (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, 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 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 delinquency, on or before the due date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall fail to pay 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 all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has 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 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 (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 under subsection (a) of the preceding paragraph.

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 hereinafore 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 herebefore.

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All insurance shall be carried in companies approved by the Mortgagee and the policy and general terms shall be held by the Mortgagee and have attached thereto such public clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned 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 so received may be applied by the Mortgagee as it may deem proper for the reduction of the indebtedness hereby secured or for the payment or repair of the property damaged in event of loss. The Mortgagee may assign or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, and the interest of the Mortgagee and the interest of the Mortgagor shall pass to the purchaser.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or in 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, shall be paid forthwith to the Mortgagee, and the balance of the account of the indebtedness secured hereby shall be paid to the Mortgagor.

The Mortgagor further agrees that this mortgage and the Note secured hereby are to be held by the Mortgagee and the Mortgagor further agrees that the mortgage and the Note secured hereby are to be held by the Mortgagee and the Mortgagor.

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 date thereof, or in case of a breach of any other covenant or agreement contained therein, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, become immediately due and payable.

And in the event that the Mortgagor's unpaid debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the foreclosure for that purpose, the court in which such bill is filed may in any case thereafter, 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 of the indebtedness secured hereby, at the time of such application for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the title of said premises, or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, or in order placing the Mortgagee in possession 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 during the pendency of such foreclosure and in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues and profits when collected may be applied toward the payment of the indebtedness.

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 the 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 as such insurance shall have been required by the Mortgagee; lease the said premises to the Mortgagor 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 rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend their such accounts as are reasonably necessary to carry out the purposes of this paragraph.

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 stampduty fees of the complete proceedings, 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 writ or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, his costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, 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.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suit, advance thing, sale, and conveyance, including attorneys', solicitors', and stampduty fees, and expenses for documentary evidence and abstract and completion of title; (2) All the money advanced by the Mortgagee, if any, for the purpose authorized in the mortgage; with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All the said principal money remaining unpaid. The costs of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagee shall pay out of the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, it is the covenant shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, or as a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all claims or liens which require the earlier execution or delivery of such claims or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any creditor in favor of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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. Whether now, the register number shall include the parcel, the parcel the register, and the mortgage number shall include the parcel.

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