State of Illinois

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CHC 18245-8

This Indenture, Made this

14th.

day of

May

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į	ussell S. Novak and Tonya L. Novak, H	418 Witgensonsonsonsonsonsonsonsonsonsonsonsonson	Mongagor, and
	a corporation organized and existing under the laws of Mortgagor.		

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 Sixty Thousand and No/100ths.

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, closs 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:

Lot 4 in Kendler Park Unit Number 2 Addition to the Village of Lemont, being a Subdivision of the Fart 644.64 feet of the South 796.65 feet of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 37 North, Range 11, Last of the Third Principal Meridian, in Cook County, Illinois.

1106 Kim Place, Lemont, Illinois 60439

Roal Estate Tax No. 22-29-406-009

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the cours, issues, and specific thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, mater, or power, and all planting and other fixtures in, or that may be placed in, any building now or hereafter standing on said lond, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

To have said to hold the above-described premises, with the appartenances 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

And said Morigagor 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, (f) 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 shuate, 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 Mortgagor in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

This form is used in connection with mortgages insured under the one- to four-tamily programs of the National Hausing Act which provide for periodic Marigage Insurance Premium payments.

Prenove Editions Obsolete

Page 1 of 4

HUD-82116M(19-86 Edition) 24 CFR 203.17(a)

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nogagnosis out ye bine proceeds of the vale of the mortgaged premises, if not otherwise tional indebtschess, secured by this mongage, to be paid out of any moneys so paid or expended shall become so much addiit anay deem necessary for the proper preservation thereof, and such repairs to the property berein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make said premises in good repair, the Mortgages may pay such taxes, than that for same or assessments on said premises, or to keep soch payments, or to satisfy any prior tien or incumbrance other exists of the infusion or neglect of the Mortgagor to make

premises or any part thereof to takinfy the same. ments, or lien to connected yaid the sale or forfeiture of the said which that operate to brown the collection of the tax, arresslegal proceedings brought in a court of competent jurisdiction, faith, consent the Late 1st the validity thereof by appropriate boog ai that's required the loak as the Mortgager shall, in good premises described bettein or any part thereof or the improveor remove any tast, assessment, or tax tlen upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the coentary notwithstanding), that the Mortgagee is is expressly provised, however (all other provisions of this

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And the seid Mortgagor further cove seats and agrees as

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first day of each mouth until the said note is fully paid, the secured hereity, the Mortgagor will pay to the Mortgages, so the of principal and interest payable under the terms of the water That, together with, and in addition to, the months payments

by the Secretary of Housing and Urban Development, as follows; charge (in licu of a mortgage insurance premium) if they are ledd mean seed the note secured heroby are insured, or a moorbidy trained to pay the mean mortgage insurance premium if this instru-(a) An amount sufficient to provide the holder hereof with THE REPORT OF THE PARTY.

belies with feeds to pay such premium to the Secretary of Housment mortgage insurance premiums, in order to provide such heads of the holder one (1) month prior to its due date the antional Housing Act, as amount sufficient to accumulate in the were insured or are reinsured under the provisions of the Na--utitani zido bose alab geve do even bias as gatel ce bose ?! (I)

-enterial single bear stack moves to such the art genot on these 11 (11) Act, as amended, and applicable Regulations thereunder; or said Urban Development pursuant to the Macional Housing

believes that arising tooking betrepress need that are such goneled (5/12) of one-last (6/2) per centum of the average outstanding afflown-see at large tenouses as at sel links shifty (seminary) ment, a monthig charge (in lies of a mortgage insurance -goisved and by the Secretary of Housing and Urban Develop-

A seem oqual to the ground resits, if any, next due, plus quantonica or proposition

Mortgages in crust to pay said ground tests, premiums, taxes and and sommerces will become delinquent, such sums to be held by security prior to the dain when such pround rentt, preminant, taxes, secution divided by the number of months to cheek before one bing theories amus his seri (consequently will be hearing as his) tree erty, plus taxus and assessments next due on the mortgaged prop--qorq begazinom ach gairavon sonaraeai brazad uzdan bau sull bo satisfied no policies and account does not payable on policies

concered on the most pass amprovements now extensing on incomer-from time to time by the helpingue against lang-by fire and from time to time by the helpingue against lang-by fire and olve next periods as may be regulated by the helpingue and will for next periods as may be regulated by the helpingue and will pay promptly, when due, my promitten on next insurance provi-sion for payment of which has not been made bereinbefore. That he will keep the improventents now existing or harester

aforesaid the Mortgagor does hareby satign to the Mortgagus : the rests, issues, and profile now doe or which may haresher become due for the use of the presultes hareinabove described. erdebni adı ilo kızımyaç adı 101 yineses kandıklıka sa bad.

descripting gallecorag and de (4) multiparders takem share and note and shall property actiust any payments which shall have against the amount of principal then remaining unpoid under sale acquired, the balance than remaining in the rends access hereby, or if the Montgagus asquired the property otherwise after declaust, the Montgagus shall apply, it has time of the commence-the Montgagus of the time that the otherwise of such property is otherwise horseven anniment, selt die sies alle fin fin mit gestieben sugegenem sielt die

paragraph. If there shall be a column water any of the provision

become obligated to say to the Secretary of Housing and Urban. Development, and any to save remaining in the funds ac-cumulated under the provious of subsection (b) of the preceding debecture concentral thereby, the Mortgages shall, in com-paring the must us of such independent, credit to the account of the Mortgages all payments made under the provisions of subsec-tion (a) of the parameter made which the Mortgages has not of the reserved hereby, full payment of the entire in-

they warder to the Mortgagee, in accordance with the provisions inny ages premiums she'd be due. If at eny time the Mortga ate when payment of such ground rents, taxes, asset quount recessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgages any pressioner, as the case may be, when the same shall become due to bey ground reads, taxes, and encourages, or insurance

of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the meetily payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient the case may be, such excess, if the loan is current, at the option ground resits, taxes, and assessments, or issurance premiums, as amount of the payments actually made by the Mortgages for

If the tatal of the peyments made by the Mortgagor under subsection (b) of the preceding paragraph about extend the

expense involved in headling delinquent payments. ment more than fifthern (15) days in arrests, to cover the cates wader this mortgage. The identgages may collect a "fate charge not to enesed four cents (4") for each deliar (51) for each yaydue date of the next such payment, constitute an event of defaul Any deficiency in the amount of any such approprie monthly, payment shall, unless mode good by the Mortgagor prior to the

(V) has charges.

best ration blot selt be implanted act he soltstatroms. (VI)

(III) interest on the note secured bereby:

ocher bazard inourance premi (11) ground rents, if any, tenes, special assertanests, fire, and

(i) premium charges under the contract of insurance with the Secretary of Housing and Urben Development, or mentity charge the savenesses premium), as the case may

the order ser forth: payment to be splind by the Mortgagee to the following items his

thereof shall be paid by the Mortgagor each month in a sin scencel hereby thail he added together seid the approprie in

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All insurance shall be carried in companies approved by the Mortgagee and the policin and renewals thereof shall be held by the Mortgagee and have attached thereto loss pavable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mult to the Mortgages, who may make priof of loss it not made promptly by Mortgagor, and each instrance 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 secured or to the restoration or repair of the property damaged. It 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 it and to any insurance policies then in force shall pass to the processor or grantee.

That if the premises, ce any part thereof, be condemned under any power of eminent domain, co acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtodness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgages to the Mortgages and shall be paid forthwith to the Mortgages to be applied by them account of the indebtedness secured hereby, whether due or not

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (36) 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.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right unmediately to forcelose this mortgage, and upon he filing of any bill for that purpose, the court in which such tall is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party classing under said Mostgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the valle of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter at order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to a silect 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 redemption, at a such tents, issues, and profits when collected may be applied award the payment of the indebtedness, costs, taxes, insurance, and other tiems necessary for the protection and preservation of the property.

Whenever the said Mortgager 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 Mortgager, 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 Mortgager; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of reaemption, 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 itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in case of foreclosure of this mortgage by said Mortgages in any court of law or equity, a seasonable 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 Mortgages shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgages, 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 occured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortsize and be juid out of the proceeds of any sale made in pursuarce of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenografibers' tees, outlays for documentary evidence and cost of said obstract and examination of title; (2) all the moneys advanced by the stor gagee, if any, for the purpose authorized in the mortgage with intriest on such advances at the rate set forth in the note secured morely, from the time such advances are made; (3) all the accrued morest remaining unpaid on the indebtedness hereby secured, (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to 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 Mortgager will, within that/ (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 execution or delivery of such release or satisfaction by Mortgagee.

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

The covenants berein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties betefo. Wherever used, the singular number shall include the plural, the plural the singular, and the mascuine gender shall include the feminine.

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enty of DuPage) ART		
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oresaid, Do Hereby Cartif d Tonya L. Novi		k	•
non whose name g	re subscribed to the fores	oing instrument, appeared before me this day	nown to me to be the search in person and acknowledged
	ouled, and Alivered the said instrue he release and waver of the right o		et for the nees and purpose
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