JNOFFICIAL 200PY

MORTGAGE

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

THIS INDENTURE, Made this 22nd PARSE M. FOSTER, DIVORCED AND NOT SINCE REMARRIED

day of May

, 19 86, between

Mortgagor, and 12 00

MANUFACTURERS HANOVER MORTGAGE CORPORATION a corporation organized and existing under the laws of DELAWARE Mortgages.

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 WARKANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in he county of COOK and the State of illinois, to wit:

THE EAST TWENTY FIVE (25) FEFT (F THE WEST EIGHTY FIVE (85) FEET OF LOT FIVE (5) IN BLOCK SIX (6) IN PACESETTER GARDENS, HARRY M. QUINN MEMORIAL SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER (1/4) OF FRACTIONAL SECTION THIRTY THREE (33), TOWNSHIP THIRTY SEVEN (37) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

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PACESETTER, RIVERDALE, ILLINOIS 60627

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25-33-330-028 VOL. 039

TOGETHER with all and singular the tenements, hereditaments and arguitenances thereunto belonging, and the rents, issues, and profits thereof; and all appuratus and fixtures of every hind 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, citie, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenance, and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set torth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of I lines 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 puy 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 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 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 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.

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgagee Letter 83-21) (9/83)

STATE OF ILLINOIS HUD-92118M (5-80) Revised (10/83)

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AND the said Mortgagor further covenants and agrees as tollows:

THE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE.

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 Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

A sum 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 mortgaged 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 special assessments; and
All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note 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 Mortgagoe to the following items in the order set forth:

(I) ground rents, if any, taxes, special essessments, fire, and other hazard insurance premiums; (II) interest on the note secured hereby; and (III) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the dur 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 doller (\$1) for each payment more than fifteen (15) days in arrears, to co e, the extra expense involved in handling delinquent payments.

If the total of the pryments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the pay ieris actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may e, 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 subjection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurated 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 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 accordage, with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagne shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a lefault under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the hor gagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of all proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceeding paragraph as a credit against the amount of principal then remaining unpaid under sala note.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profite now due or which may hereafter become due for the use of the premises hereinabove 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 Mortgages are installed by the mortgages and contingencies in such amounts and for such periods as may be equired by the Mortgages and will pay promptly, when due, any premiums on such insurance provision for paymen' of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable c'aus s 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 made promptly by Mortgagor, and each insurance compan, concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead one the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the high gagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or representation. 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 eminen 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 usrighted by the Mortgagor 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 eli-90 DAYS from the date hereof (written stategible for insurance under the National Housing Act within __ gible for insurance under the National Housing Act within <u>90 DAYS</u> 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 <u>90 DAY</u> time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgages or the holder of the note may, at its option, declare all sums secured hereby immediately due and This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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.

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee 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 thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for 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 homestead, enter an 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 suit 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, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

CICEBO

MANUFACTURERS HANOVER MORTGAGE CORP. 16M (6-80) PREPARED BY AND WHEN RECORDED, RETURNED CAROL WEBB m., and duly recorded in Book O, CJOCK 30 10 to yab County, Illinois, on the 61 'C'V Filed for Record in the Recorder's Office of DOC' NO' 98 GIVEN under my hand and Notarial Seal this tree and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right signed, sealed, and delivered the said instrument Ly person and acknowledged that subscribed to the foregoing instrument, appeared before me this day in реквои мроке пвине ROSE M. FOSTER, DIVORCED AND NOT SINCE REMARKIED , his wife, personally known to mit to be the same pun the undersigned to Hereby Certify That ,binsesola a notary public, in and for the county and State COOK COUNTY OF STATE OF ILLINOIS [SEVE] [SEVI] ROSE M. FOSTER [[JASS] [[sevr]]

WITNESS the hand and seal of the Mortgagot, the day and year first written.

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THE COVENANTS HEREIM CONTAINED shall bind, and the benefits and advantages shall inute, to the tespective heirs, executors, administrators, a creessors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include

inspility of the Modgagor.

IT IS EXPRESSLY AGREED in interest of the Mortgagor shall operate to release, in any manner, the original

ecution or delivery of such recease or satisfaction by Mortgagee.

of this mortgage, and Mortgage, bereby weives the benefits of all statutes or laws which require the earlier ex-If Mortgagor shart pay said note at the time and in the manner aforesaid and shall abide by, comply with, and tally perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor, execute a release or satisfaction gages will, within thirty (30) lays after written demand therefor by Mortgagor, execute a release or satisfaction

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of rny sale made in pursuance of any such decree: (1) All the coats of such suits advertising, sale, and conveyance, including attorneys, solicitors, and stenographers' fees, outlays for documentary evitor the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note second hereby, it, m the time such advances are made; (3) all the accrued interest remaining unpaid on the incurred hereby, it, m, the time such advances are made; (3) all the accrued interest remaining unpaid on the independences hereb, it must be paid to the Mortgagor.

so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND IN CASE OF PORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a researching, and also for all outlays for the solicitor's fees, and stenographers' fees of the completions 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 Mortgage 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 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 as much additional indebtedness 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