

This orrolis used in connection with mortgages insured under the one to four-family provisions of the National

30th THIS INDENTURE, Made this 30th day of RICK R. BUSCHER AND BARBARA A. BUSCHER HIS

1986

between

, Mortgagor and

COMMONWEALTH EASTERN MORTGAGE CORPORATION

NEW JERSEY

a corporation organized and existing under the laws of Mortgagee.

86219203

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 SEVENTY SIX THOUSAND FOUR HUNDRED FORTY EIGHT AND 00/100

payable with interest at the rate of NINE AND 00000/100000 (9.000 %) per annum on the unnaid balance until moid and per centum %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office TEXAS 77027 HOUSTON, in place as the he.de- nay designate in writing, and delivered; the said principal and interest being payable in monthly installments of SIX HUNDLED FIFTEEN AND 12/100 Dollars (\$ ******* 15.12 JULY , 1986 , and a like sum on the) on the first day of first day of each and every menth 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 wortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and percements 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 IP n is, to wit: LOT 2217 IN WOODLAND HEIGHTS, UNIT 5 BEING A SUBDIVISION IN SECTIONS 23, 24 AND 25, TWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED THIRD PRINCIPAL MERIDIAN, IN THE RECORDER'S OFFICE MAICH 8, 1963 AS DOCUMENT 18737474, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 526 NEWBERRY DRIVE, STREAMWOOD, IL 60103

THIS INSTRUMENT PREPARED BY: JUDY HEFFNER COMMONWEALTH EASTERN MORTGAGE CORPORATION 5005 NEWPORT DRIVE, SUITE 400 ROLLING MEADOWS, IL 60008



TAX I.D.# 06-24-310-022

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunity 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, an I ilso 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 anortgagee, 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 valve.

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 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 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.

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AND the said Mortgagor further convenants and agrees as follows:

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) A sum equal to the ground rents, if any, next due, plus the premiums that will next become 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 assessment 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
- (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secure thereby 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) grand rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amorazation of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mongagor prior to the due date of the next such payment constitute an event of default under this mortgage. The Mongagee may collect a "late charge" not to exceed four cents (4c) for each differ (\$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 (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagoe 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 perments made by the Mortgagor under subsection (a) 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 Mortgagoe any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance primiums shall be due. If at any time the Mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured ne eby, full payment of the entire indebtedness represented thereby, the Mortgagoe shall, in computing the amount of such indebtedness, credit, of on 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 default under any of the provisions of this mortgage shall apply, at the time of the commencement of such proceedings or matches the property otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph of the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph of the eredit against the amount of principal then remaining unpaid under said note.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afraesaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profits 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 he 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 hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renew as the cof 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 o 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 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 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 Mortgago. It 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 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 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 eligible for insurance under the National Housing Act within

SIXTY DAYS

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

SIXTY DAYS

time from the date of this mortgage, declining to insure said 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 payable. 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.

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WITNESS the hand and seal of the Morigagor, the day and year firs witten.

and the masculine gender shall include the feminine.

administrators, successors, and assigns of the parties hereto. Where, et us, d, the singular number shall include the plural, the plural the singular. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the respective heirs, executors,

successor in interest of the Mortgagor shall operate to releast, in any manner, the original liability of the Mortgagor.

IL IS EXEKERSTY ACKEED that no extension of the fine for harment of the debt hereby secured given by the Mortgages to any

which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws covenings and agreements herein, then this of nve, ance shall be null and void and Mortgagee will, within thirty (30) days after written demand If Mortgagor shall pay said note at he tim and in the manner aforesaid and shall abide by, comply with, and duly perform all the

the said principal money remaining untail The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor. hereby, from the time such advanc, s n.c made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all by the Mortgagee, if any, for the pury se authorized in the mortgage with interest on such advances at the rate set forth in the note secured and stonographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced in pursuance of any such decre : (1) All the costs of such suits, salvertising, sale, and conveyance, including autorneys', solicitors', AND THERE SI ALI BE INCLUDED in any decree forcelosing this mortgage and be paid out of the proceeds of any sale made

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the said premises wider this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed attorneys or sol city to the Morgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the Mortgag e and the made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the 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 allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be

the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to tions, either within or beyond any period of redemption as are approved by the court, collect and receive the rents, issues, and profits for In such amounts as shall have been required by the Mortgague; lease the said premises to the Mortgagor or others upon such terms and condiin good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance netion is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an

necessary for the protection and preservation of the property.

rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items during the pendency of such forcefosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such 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 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 person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether insolvency at the time of such applications for appointment of a receiver, or for an order to place Morigagee in possession of the premises or after sale, and without notice to the said Mortgagor, or any party chaiming under said Mortgagor, and without regard to the solvency or 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 AND IN THE EVENT That the whole of said debt is declated to be due, the Mongagee shall have the right innnediately to foreclose

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