

UNOFFICIAL COPY

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 **2ND** day of **JUNE**, 19**86**, between

CLAUDE HAMMOND SR. DIVORCED AND NOT SINCE REMARRIED

86221045

, Mortgagor and

COMMONWEALTH EASTERN MORTGAGE CORPORATION

a corporation organized and existing under the laws of **NEW JERSEY**
Mortgagee.

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 **TWENTY EIGHT THOUSAND SEVENTY SEVEN AND 00/100**
Dollars (\$ *******28,077.00**)

payable with interest at the rate of **TEN AND ONE-HALF** per centum

(**10.500 %**) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **HOUSTON, TEXAS 77027** 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 **TWO HUNDRED FIFTY SIX AND 84/100**

Dollars (\$ *******256.84**) on the first day of **AUGUST**, 19 **86**, 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 **JULY, 2016**.

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 WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of **031** and the State of Illinois, to wit:

LOT 36 (EXCEPT THE SOUTH 1-1/2 INCHES THEREOF) IN BLOCK 2 IN SNOW AND DICKINSON'S GARFIELD BOULEVARD ADDITION TO CHICAGO IN SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 5517 SOUTH LAFLIN, CHICAGO, ILLINOIS 60636

THIS DOCUMENT PREPARED BY:

**VICKY HARPER FOR
COMMONWEALTH EASTERN MORTGAGE CORPORATION
5005 NEWPORT DRIVE
ROLLING MEADOWS, ILLINOIS 60008**

86221045

TAX I.D.# 20-17-102--38 *AB*

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto 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.

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 hereinabove 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 encumbrance 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 money 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.

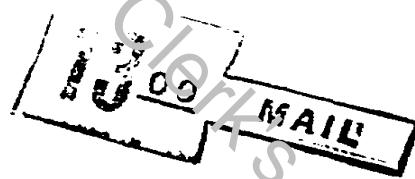
It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$13.25
T#3333 TRAN 0536 06/03/86 12:24:00
#0546 # A *-86-221045

86221045



86221045

COMMONWEALTH EASTERN MORTGAGE CORP.
5005 NEWPORT DRIVE, SUITE 400
ROLLING MEADOWS, IL 60008

UNOFFICIAL COPY

2-627-1045

AND the said Mortgagor further covenants and agrees as follows:

(Handwritten Note: This instrument contains no provision for the payment of interest on the principal amount of the debt secured hereby. The right to require payment of interest on the principal amount of the debt secured hereby 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 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 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
- (b) 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 Mortgagee to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, 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 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 (a) 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 (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 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 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 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 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 (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said 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 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 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 hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof 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 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 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. 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 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 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.

UNOFFICIAL COPY

Page	of	m., and duly recorded in Book	Clock	at
A.D. 19	day of	County, Illinois, on the		
Filed for Record in the Recorder's Office of				
DOC. NO.				
<i>Alvin C. Grayson</i> A.D. 1986 Name & Initials				
GIVEN under my hand and Notarized Seal this day of June 1986				
purposes herein set forth, including the release and waiver of the right of homestead.				
that I, R.B. signed, sealed, and delivered the said instrument as HIS person whose name I, S. subscribed to the foregoing instrument, appeared before me this day in person and acknowledged personally known to me to be the same to be the same purposes herein set forth, including the release and waiver of the right of homestead.				
I, THE UNDERTAKEN, CLAUDE HAMMOND SR., A SINGLE PERSON aforesaid, Do hereby certify that CLAUDE HAMMOND SR., a native public, in and for the county and state				
COUNTRY OF ILLINOIS STATE OF ILLINOIS				

[SEAL] _____
WITNESS the hand and seal of the Mortgagor, the day and year in which
and the masculine gender shall include the feminine.

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. Wherever erred, the singular number shall include the plural, the plural the singular.

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 the Mortgagor shall pay said note at the time of the maturity of the principal of the proceeds of sale, it may, shall then be paid to the Mortgagor
which requires the earlier execution or delivery of such a release or satisfaction by Mortgagor.
whereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured;
convenants and agreements herein, then this contract shall be null and void and Mortgagor hereby waives the benefits of all statutes or laws
different by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws
and the Mortgagor shall make a full and complete examination of such advances at the rate of one percent all the monies advanced
in pursuance of my such decree; (1) All the costs of such suit or suits, advertising, sale, and compensation, including attorney's, solicitor's,
and scogogapher's fees, outlays for documentation evidence and cost of said abstract and examination of title; (2) all the monies advanced
AND THERE SHALL BE INCLOSURE in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made
in any decree foreclosing this mortgage.

the use of the premises, user, this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed
the said premises, user, this mortgage, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon
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
attorneys or solicitors of the Mortgagor, for all the purpose authorized in the mortgage with intent to collect the debts, issues, and
and the cost of, complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding,
allotted for the solicitor's fees, and scogogapher's fees of the examination in such proceeding, and also for all outlays for documents, such indebtedness
in good repute; pay such attorney or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance
AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagor in any court of law or equity, a reasonable sum shall be
carried out the provisions of this paragraph.

the use of the premises hereinabove described; and employ other persons and expand itself such amounts as are reasonably necessary to
during the period of redemption as are appointed by the court; collect and receive of others upon such terms and conditions, either within or beyond any period of redemption by the Mortgagor; lease the said premises to the Mortgagor or to others for
in such amounts as shall have been required by the Mortgagor; lease the said premises to the Mortgagor or to others upon such terms and conditions, either within or beyond any period of redemption by the Mortgagor; during the full statutory period of redemption, and other items
the same shall then be occupied by the owner of the equity of redemption, as a homestead, until power to collect the rents, issues, and profits of the
the person or persons liable for the payment of the indebtedness, secured hereby, and without regard to the value of said premises
insolvent, or the use of such applications for appointment of a receiver, or for an order to place Mortgagor in possession of the premises
or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvent, 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 declared to be due, the Mortgagor shall have the right immediately to foreclose