

# 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 **30TH** day of **MAY** 19 **86** between **SULEIMAN A. RUHMAN AND NAFISAH A. RUHMAN HUSBAND AND WIFE** Mortgagee and

**COMMONWEALTH EASTERN MORTGAGE CORPORATION** **86221361**  
a corporation organized and existing under the laws of **NEW JERSEY**  
Mortgagee.

WITNESSETH: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of **FORTY ONE THOUSAND FIVE HUNDRED TWENTY AND 00/100** Dollars (\$ **\*\*\*\*\*41,520.00**)

payable with interest at the rate of **TEN AND 00000/100000** per centum (**10.000** %) 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 **THREE HUNDRED SIXTY FOUR AND 37/100** Dollars (\$ **\*\*\*\*\*254.37**) on the first day of **JULY** 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 **JUNE, 2016**.

NOW, THEREFORE, the said Mortgagee, 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 **COOK** and the State of Illinois, to wit:

**LOT 71 IN CRESTLINE HIGHLANDS, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS**

**COMMONLY KNOWN AS; 7953 SOUTH KOSTNER AVENUE, CHICAGO, IL 60652**

THIS DOCUMENT PREPARED BY:  
**VICKY HARPER FOR**  
**COMMONWEALTH EASTERN MORTGAGE CORPORATION**  
**5005 NEWPORT DRIVE**  
**ROLLING MEADOWS, ILLINOIS 60008**

TAX I.D.# **19-34-201-012** *go*

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto 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 Mortgagee 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 Mortgagee 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 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 forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagee 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 Mortgagee.

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 Mortgagee 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.

*5/28/86 7646 pje*

*Conax*

**RUSH**

**86221361**

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

13<sup>00</sup> MAIL

DEPT-01 RECORDING  
\$13.25  
184444 TRAM 0047 06/03/86 14:36:00  
#0977 # D \* -86-221361

COMMONWEALTH EASTERN MORTGAGE CORP.  
5005 NEWPORT DRIVE, SUITE 400  
ROLLING MEADOWS, IL 60308

-86-221361



# UNOFFICIAL COPY

HUD-92116M 15-901

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

Notary Public

*Blay*  
day \_\_\_\_\_  
A.D. 19\_\_\_\_  
*Blay*  
*Blay*  
*Blay*

GIVEN under my hand and Notarial Seal this

person whose name **THEY** that signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

personally known to me to be the same subscribed to the foregoing instrument, appeared before me this day in person and acknowledged

S ARE

THE UNDERSIGNED

STATE OF ILLINOIS COUNTY OF \_\_\_\_\_

SULEIMAN A. RUHMAN AND WIFE, WAFLISAH A. RUHMAN

(SEAL) *Suleiman A. Ruhman* (SEAL) *Waflisah A. Ruhman*

(SEAL) *Suleiman A. Ruhman* (SEAL) *Waflisah A. Ruhman*

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

and the masculine gender shall include the feminine; administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, successors in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee to any

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee to any

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

therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws

covenants and agreements herein, then this covenant shall be null and void and Mortgagee will, within thirty (30) days after written demand

If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the

the said principal money remaining unpaid. The proceeds of the proceeds of sale, if any, shall then be paid to the Mortgagee.

hereby, from the time such advance is made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made

in any decree foreclosing this mortgage.

the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby, and be allowed

attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon

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 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

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

action 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

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

during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such

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 Mortgagee, or any party claiming under said Mortgagee, 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

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