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State of Illinois
FWMC#269269

Mortgage

FHA Case No:

131-4446003-734

This Indenture, Made this 11th

day of June, 1986, between

Mark D. Thill, a bachelor

FIRST WESTERN MORTGAGE CORPORATION

a corporation organized and existing under the laws of THE STATE OF ILLINOIS
Mortgagor.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note made

date herewith, in the principal sum of

(\$ 53,500.00) Fifty Three Thousand Five Hundred and no/100ths

Dollars payable with interest at the rate of Nine & $\frac{1}{2}$ per centum (9.5 %) per annum on the unpaid balance until paid, and made

payable to the order of the Mortgagee at its office in Palatine, Illinois

or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-

stallments of Four Hundred Forty Nine and 86/100ths Dollars (\$ 449.86)

on the first day of August, 1986, and a like sum of 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 Cook

and the State of Illinois; to wit: Unit 1-3-9-R-D-1 together with its undivided percentage interest in the common elements in Lexington Commons II Coach Houses Condominium as delineated and defined in the declaration recorded as document NO. 26072210, as amended in the southeast 1/4 of section 9, township 42 North, range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D.#: 03-09-402-022-1031 H.W.

Commonly known as: 1532 Springview Ct., Unit D1, Wheeling, Illinois 60090
MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, PARKING SPACE NO. G-1-3-9-R-D-1 AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

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 situated, 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.

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

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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 at 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.

And the said Mortgagor further covenants and agrees as follows:

That privilege 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) 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

(c) All payments mentioned in the two preceding subsections 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 apied by the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (III) interest on the note secured hereby;
- (IV) amortization of the principal of the said note; and
- (V) late charges.

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 (b) 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 (b) 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 all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) 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 (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

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.

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The covinced hereinafter shall concur in this, and the benefits
and advantages hereinafter, to the respective heirs, executors, ad-
ministrators, successors, and assigns of the parties hereto.
Wherever used, the singular number shall include the plural,
plural, the singular, and the masculine gender shall include the
feminine.

If it is expressly agreed that no extension of the time for payment
of the debt hereby secured given by the Mortgagor to any suc-
cessor in interest of the Mortgagor shall operate to release, in
any manner, the original liability of the Mortgagor.

And where there shall be included in any decree foreclosing this mortgagor's
estate of any such decree; (1) All the costs of sale made in pur-
chase, attorney's fees, and conveyance, including attorney's, solicitors',
and other expenses, and costs of documentation of title; (2) all the money's
cost of removal, storage, and documentation of such suit or suits,
and set off, and expenses, attorney's fees, and conveyance, if any, for the purpose authorized in
the mortgage, which incurred on such advances at the rate set forth
in the note secured hereby, from the time such advances are
advanced by the Mortgagor, for the purpose authorized in
the mortgage, which incurred on such advances at the rate set forth
in the note secured hereby, from the time such advances are
made; (3) all the accrued interest remaining unpaid on the in-
debtedness hereby secured; (4) all the said principal money re-
maining unpaid. The out- plus of the proceeds of sale, if any,
shall then be paid to the Mortgagor.

And in case of proceedings of the mortgagee by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and expenses of the complaint, fees of the complainant in such proceeding, and also for all outlays for documentation and the costs of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagor shall be made a party thereto by reason of this mortgage, his costs and expenses, and the reasonable fees and charges of the attorney or solicitor of the Mortgagor, so made parties, for services in such suit or pro-ceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

wherever the said Mortgagee shall be pleased 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 Mortgagee, 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 furniture as the said Mortgagee in such amounts as shall have been required by the Mortgagor; and provide for the payment of all expenses of collection and receive the rents, issues, and profits for the use of the premises heretofore described; and employ other persons and expend such amounts as are reasonably necessary to carry out the provisions of this paragraph.

costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

In the event of default in making any monthly payment pro-
vided 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 ac-
crued interest thereon, shall, at the election of the Mortgagor,
without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be
due, the Mortgagor 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 Mort-
gagor, or any party claiming under said Mortgagor, and without
regard to the solventy or insolvency of the person or persons
liable for the payment of the principal sum of the note or notes
and interest thereon, and for the payment of all costs and expenses
incurred by the Mortgagor in the collection of the same, and
shall then be entitled to the value of said premises or the premises
as a homestead, either an order placing the Mortgagor in posses-
sion of the premises, or a receiver for the benefit of the posses-
sion of the premises, or to collect the rents, issues, and profits of the
Mortgagee with power to appoint a receiver for the benefit of the
Mortgagor in the premises, during the period of the full statutory
and, in case of sale and a deficiency of such foreclosure suit
period of redemption, and such deficiency of such foreclosure suit
collected may be applied toward the payment of the indebtedness,

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 costs, consideration for such acquisition, to
the extent of the full amount of indebtedness upon this Mort-
gage, and the Note secured hereby remaining unpaid, are hereby
assigned by the Mortgagor to the Mortgagee and shall be paid
forthwith to the Mortgagor to the Mortgagee to be applied
toward the payment of the Note secured hereby, whether due or not.
The Mortgagee 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 of the
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, the holder of this
mortgage will be entitled to receive the sum of one-half
of the principal amount of this mortgage, plus interest at the
rate of six percent per annum, from the date of the notice
hereof until the date of payment of the principal amount of
this mortgage.

All insurance shall be carried in companies approved by the Mortgage and the policies and renewals thereof shall be held by the favor of and have attached thereto loss payable clauses in the Mortgage and the polices and renewals thereof shall be held by losses Mortgagee and form acceptable to the Mortgagee. In event of losses Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of joint Mortgagor and the Mortgagee.

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ILLINOIS

VA FORM 26-4310 (Home Loan)
Rev. August 1981. Use Optional.
Section 1810, Title 38, U.S.C.
Acceptable to
Federal National Mortgage Association

MORTGAGE

86241396

THIS INDENTURE, made this 6TH day of JUNE 1986, between

DEPT-01 RECORDING \$13.25
T\$2222 TRAN 0145 06/13/86 13:46:00
\$2409 # B * 86-241396

DAVID R. WINTERFIELD AND MARJORIE J. WINTERFIELD, HIS WIFE----- Mortgagor, and
MIDWEST FUNDING CORPORATION-----

a corporation organized and existing under the laws of THE STATE OF ILLINOIS-----
Mortgagee.

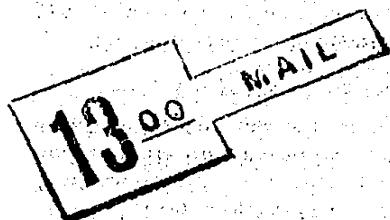
WITNESSETH, That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of FIFTY THREE THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 53,700.00----) payable with interest at the rate of NINE AND ONE HALF-- per centum (9.50%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DOWNTON GROVE-----, ILLINOIS-----, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of FOUR HUNDRED FIFTY ONE AND 54/100----- Dollars (\$ 451.54-----) beginning on the first day of AUGUST-----, 19 86, and continuing on the first day of each 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 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:

LOTS 527, 528 AND 529 IN FRANK DE LUGACH BEVERLY HILLCREST SUBDIVISION, IN THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

-86-2-1396

7-25 W. 103rd St
Evergreen Park IL
24-12-314-047 cor 527
24-12-314-007 cor 528
24-12-314-006 cor 529
24-12-314-006 cor 529 TR



TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

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STATE OF ILLINOIS

Mortgage

Doc. No.

the
D. 19
at
day of
month
Year
County, Illinois,

Filed for Record in the Recorder's Office of

and duly recorded in Book

page .

Clerk.

10

1020 31ST STREET, SUITE 401
MIDWEST FOUNDING CORPORATION
DOWNERS GROVE, ILLINOIS 60515

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M A 1
X 0 8

Notary Public

day of

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