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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 12TH day of JUNE 1986 between GREGORY J LEAVITT AND FRAN A LEAVITT HIS WIFE

COMMONWEALTH EASTERN MORTGAGE CORPORATION
a corporation organized and existing under the laws of NEW JERSEY
Mortgagor and

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 FORTY THREE THOUSAND FOUR HUNDRED AND 00/100 Dollars (\$ * * * * * 43 400 00)

payable with interest at the rate of NINE AND ONE HALF per centum (. 9.500 %) 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 THREE HUNDRED SIXTY FOUR AND 94/100 Dollars (\$ * * * * * 364.94) on the first day of AUGUST 1986, 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 COOK and the State of Illinois, to wit:

UNIT 7-105 IN RIVER TRAILS CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OF THE NORTH EAST 1/4 SECTION 24 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26871891 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

* COMMON ADDRESS: 838 JONATHON CT # 105
PROSPECT HEIGHTS, ILLINOIS 60070

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

BOX 333 - HV

* TAX I.D. # 03 24 202 038 1139

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 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 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 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 IN THIS 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 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.

Whenever the said Mortgagee shall be placed 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 insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

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

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest 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 indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

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 Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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 used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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

[SEAL]

GREGORY J. LEAVITT

[SEAL]

[SEAL]

FRAN A. LEAVITT

[SEAL]

STATE OF ILLINOIS

COOK COUNTY, ILLINOIS

FILED FOR RECORD

86245859

COUNTY OF Cook

1986 JUN 17 PM 1:58

I, THE UNDERSIGNED, a notary public, in and for the County and State aforesaid, Do Hereby Certify That GREGORY J. LEAVITT AND WIFE, FRAN A. LEAVITT

person whose name is ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this

12th day of June, A.D. 1986

Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

at

o'clock,

m., and duly recorded in Book

day of

A.D. 19

of

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(A) THE EVENT of default is defined as maxing any monthly payment provided for hereinaid in the note accrued thereby for a period of thirty days after the due date of each, or in case of a breach of any other covenant or representation herein stipulated, then the whole of said principal and payable.

THE MORTEGAGOR PURHER AGREES that should this mortgagor 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) due to the mortgagor's failure to remit the monthly insurance premium to the Department of Housing and Urban Development.

THAT it the pretences, or any part thereof, be condemned under any power of empanelment domain, or equipped for a trial, the damages,

All insurance policies shall be carried in company names approved by the Morangagee and the policies and premiums shall be held by the Morangagee and have included therein loss payable clauses in favor of and in form acceptable to the Morangagee. In event of loss Morangagee will give immediate notice by mail to the Morangagee, who may make proof of loss if not made promptly by Morangagee. In each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Morangagee, without delay or notice by mail to the Morangagee, who may make proof of loss if not made promptly by Morangagee. All other insurance companies are to be held harmless from all claims arising out of the insurance coverage.

THAT HE WILL KEEP the improvements now existing or hereafter erected in the neighborhood property unencumbered as may be required by the mortgagee against loss by fire and other hazards, casualties and calamities in such amounts and for such periods of time to time by the mortgagor as will pay promptly; when due, any premium on such insurance for payment of which

AND AS ADDITIONAL SECURITY for the payment of the price of the Mirroragger does hereby resign to the Morigagge all the rents, issues, and profits now due or which may hereafter become due, for the use of the premises hereinafore described.

Any defecit or盈余 in the amount of any such aggregate monthly payment shall, unless made good by the wronggagor prior to the due date of the next payment, constitute in event of default under this mortgage. The wronggagor may call for the extra expense involved in handling delinquencies, attorney's fees, etc., for each payment more than fifteen (15) days in arrears, (c) covers the extra expense incurred in four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured by the Mortgagee will pay to the Mortgagor, on the first day of each month until the said note is fully paid, the following sums:

IN WHOLE OR IN PART, ON ANY INSTANT OF TIME UPON PAYMENT DUE DATE.

AND the said Mortgagee further conveys and agrees as follows: