

# UNOFFICIAL COPY

VA FORM 26-6310 (Home Loan)  
Rev. August 1981. Use Optional.  
Section 1810, Title 38, U.S.C.  
Acceptable to  
Federal National Mortgage Association

ILLINOIS

LH 552-825  
212557-9

## MORTGAGE

THIS INDENTURE, made this 30TH day of MAY  
MARK A. GLIM AND BONNIE J. GLIM, HUSBAND AND WIFE

19 86, between

86245352

100 WEST WILLOW, PROSPECT HEIGHTS, ILLINOIS 60070

, Mortgagor, and

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

4242 NORTH HARLEM, NORRIDGE, ILLINOIS 60634

a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA  
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

SIXTY TWO THOUSAND NINE HUNDRED AND NO/100---  
Dollars (\$ 62,900.00) payable with interest at the rate of NINE & 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 NORRIDGE, ILLINOIS 60634  
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

SIX HUNDRED FIFTY SIX AND 32/100---  
Dollars (\$ 656.82) beginning on the first day of JULY , 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 JUNE  
2001

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:

LOT 10 IN BLOCK 4 IN SMITH AND DAWSON'S FIFTH ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, ILLINOIS, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1940 AS DOCUMENT 12582196, IN COOK COUNTY, ILLINOIS.

RECEIVED RECORDING DEPT.  
TUESDAY, JULY 1986, 10:17AM, 61-21562  
F-865 = D \* 86-21562

03-22-106-014

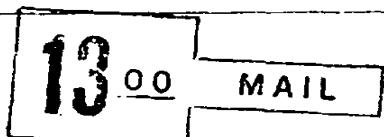
COMMONLY KNOWN AS: *PJ*

100 WEST WILLOW  
PROSPECT HEIGHTS, ILLINOIS 60070

86245352

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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(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. ground rents, if any, taxes, 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 prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. 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 as Trustee shall, in computing the amount of such indebtedness credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (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 as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

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. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. 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.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, 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.

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 Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, 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, 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.

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 of the complainant and for 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 proceed-

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(a) A sum equal to the ground rents, if any, next due, plus the premiums due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the date the Mortgagor is notified, 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 due.

The note secured hereby, the Mortgagor will pay to the Mortgagor as trustee under the terms of this instrument as herinafter stated, on the first day of each month until the said note is fully paid, the following sums:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received, or one hundred dollars (\$100.00), whichever is less, date, need not be credited until the next following installment, or other than on an installment due date, need not be credited unless the privilege is exercised. Partial prepayment, other than on an installment due date, need not be credited until the date received or thirty days after such prepayment.

AND the said Mortgagor further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this contrary notwithstanding), that the Mortgagor shall not be required nor shall it have the right to pay, discharge, or remove any taxes, assessments or expenses whatsoever (including interest) which shall be incurred by reason of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part collection of the tax, assessment, or lien so contested, or other than on an installment due date, need not be credited until the date received, or one hundred dollars (\$100.00), whichever is less, whichever is earlier.

In event shall the maturity extend beyond the ultimate maturity of the note first described above, the rate provided for in the principal indebtedness and shall bear interest at the rate proximate thereto, the rate included in the note first described above. Said supplemental note shall bear interest at the rate proximate thereto, the rate included in the note first described above, which and as fully as it the advance authorized hereunder. Said note or notes shall be secured hereby on a parity with and for any other purpose authorized or repair of said premises, for taxes or assessments against same and for any other purpose authorized for the sum or sums advanced by the Mortgagor for the alteration, modernization, improvement, maintenance, or repair of the Mortgagor shall execute and deliver a supplemental note or notes

Upon the request of the Mortgagor shall make such repairs as may reasonably be required for the benefit of the Mortgagor, and shall bear interest at the rate provided for in the principal indebtedness, secured by this mortgage, and any money so paid or expended shall become so much additional indebtedness, secured by this mortgage, to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any sum or sum advanced by the Mortgagor shall bear interest at the rate of thirty (30) days after such payment, or notes or assessments or expenses for taxes, assessments, or any other charge made by the Mortgagor, if not otherwise paid by the Mortgagor.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or any tax or assessment that may be levied by authority of law, or to keep said premises in good repair, including taxes and assessments on said premises, or to pay all taxes and assessments on said premises, or to pay all taxes and assessments on said note, in such manner as may be required by the Mortgagor.

AND SAIT "CARTAGOE COVENANTS AND AGREES:

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, his successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits the said Mortgagor does hereby expressly release and waive.

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