## UNOFFICIAL COI

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 19TH day of RODRIGO GODOY AND DELIA GODOY, HIS WIFE

MAY

86250398

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 Mortgagoe, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FORTY SEVEN THOUSAND EIGHT HUNDRED TWENTY AND 00/100

Dollars (5 \*\*\*\*\*\*47,820.00 )

per centum TEN AND 00000/100000 payable with interest at the rate of 10.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office or at such other HOUSTON, TEXAS 77027 in place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments FIVE HUNDRED THIRTEEN AND 88/100 \*\*\*\*\* 1 513.88 . 19 , and a like sum on the ) on the first day of 86 JULY first day of each and every morth 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 in the first day of JUNE, 2001.

NOW, THEREFORE, the said Viorigagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and armoments herein contained, does by these presents MORIGAGE and WARRANT unto the Morigagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of (III) is '5, to wit:

LOT 14 IN BLOCK 3 IN JOHN P. THOMPSON'S ARMITAGE AVENUE SUBDIVISION IN THE WEST /2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DEPT-01 RECORDING

DEPT-01、RECORDING \$13.25 T#4444 TRAN 0320 06/19/86 12:18:00 被5973:サン ※一日ムー25の39日

THIS INSTRUMENT PREPARED BY: PRAN M. MORTILLARO COUNTY RECORDER

PLEASE MAIL TO:

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

PROPERTY ADDRESS: 4722 W SICKENS AVE.
TAX 1.D.# 13-34-117-028

BICKENS AVE. CHICAGO, ILLINOIS 60639

TOGETHER with all and singular the tenement pereditaments and appurtenances thereunt; 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, into the still sortgagee, its successors and assigns, forever, for the purposes and uses berein set forth, free from all rights and benefits under and by virtue of the Komestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and rights.

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, (I) 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 Mortgager 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 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 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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Property of Cook County Clerk's Office

8625039R

1300 MAIL

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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 amy 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 involvency 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 solition'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 prortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this no rigage.

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: (i) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documuntary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose out of oed 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 pull and soid and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of the mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or pristaction by Mortgagoe.

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

THE COVENANTS HEREIN CONTAINED shall bind, and the besefus 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 singular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the	e Mortgagor, the day and year first written		
	1/1	this lest	, 
	[SEAL]		[SEAL]
	RODRI	GO/GOUOY	./
	ISEALI DELL	a secret	1ISEALI
	DELIA	GODOY	,
STATE OF ILLINOIS			×-
COUNTY OF	35:		
			(C <sub>2</sub>
I. THE UNDERSIGNED aforesaid. Do Hereby Certify That R	ODRIGO GODOY AND WIFE,	, a notary public, in an DELIA GODOY	d for the county and State
that THEY signed, sealed, a	subscribed to the foregoing instrument, appared delivered the said instrument as Trelease and waiver of the right of homeste.	eared before me this day in REIR free and volu	intary act for the uses and
GIVEN under my hand and Notari	al Scal this  Q-11  day	197 1076 W	1. 1. 19 W G
call and surface surface surface for		oull flue	Notary Public
DOC. NO.	Filed for Record in the Records	's Office of	
tig in the start of the following section of the first section of the fi	County, Iffinois, on the	day of	A.D. 19
at o'clock	m., and duly recorded in Book	of	Page

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due and payable.

[N THE EVENT of default in making any monthly payment provided for herein and in the note secured bereby for a period of thinry (30) days after the due date thereof, or in case of a breach of any other coverant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mongages, without notice, become immediately

Development

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 atted subsequent to the SXXX DAYS

sime from the date of this mortgage, declining to insure said note and this mortgage. Deing deemed conclusive proof of such ineligibility), the Mortgages 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 Mortgages when the ineligibility for insurance under secured hereby immediately due and payable. This option may not be exercised by the Mortgages when the ineligibility for insurance under the Notsing Act is due to the Mortgages's failure to emit the mortgage insurance premium to the Department of Housing and Urban the Astronal Housing Act is due to the Mortgages's failure to emit the mortgage insurance premium to the Department of Housing and Urban

by it on account of the indebtedness secured here we whether due or not.

THAT if the premises, or any part thereof, be condenined under any power of eminent demain, or acquired for a peblic use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mongage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mongagor to the Mongager and shall be paid forthwith to the Mongager to be applied

assuming to resentancy on its pass to the purchases or grantee.

has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mongagee and the policies and reachals thereof shall be held by the Mongagee and have attached thereo loss payable clauses in favor of and in form acceptable to the Mongagee. In sec. it of loss Mongage, who may make proof of loss if not made promptly by Mongagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mongagee instead of to the Mongager and the Mongagee instead of to the Mongager and the Mongagee is its option either to the Mongager and the Mongagee is its option either to the Mongager and the Mongagee in the insurance proceeds, or any part thereof, may be applied by the Mongagee at its option either to the mongaged and the indebtedness preceds, or or any part thereof, may be applied by the Mongagee at its option either to the content of the indebtedness freely secured or to the resonation or repair of the property damaged. In event of foreclosure of this mongaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mongayer in and to any insurance the mongaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mongayer in any insurance

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mongaged property, insured as may be required to time by the Mongagee against loss by fire and other hazards, casualties and a mingencies in such amounts and for such periods as may be required by the Mongagee and will pay promptly, when due, any premiums on such insurance provision for payment of which

AND AS ADDITIONAL SECURITY for the payment of the indebtednet sforesaid the Montgagor does hereby assign to the Montgagor and profits now due or which may hereafter become due to the premises hereinabove described.

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If the total of the payments that be by the Mongagor under subsection (a) of the preceding paragraph shall exceed the amount of the preceding paragraph shall exceed the amount of the payments actually made by the Mongagor, shall be credited on subsequent payments to be made by the Mongagor, or refunded it the loan is current, at the option of the Mongagor, shall be credited on subsequent payments to be made by the Mongagor, or refunded to the Mongagor or refunder subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and a constraint or insurance premiums, as the case may be, when the same shall become due and sufficient to pay ground rents, taxes, and a constraint and an insurance premiums, as the case may be, when the same shall become due and by such the Mongagor and the Mongagor shall pay to the Mongagor and and the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or in unate of premiums shall be due. If at any time the Mongagor shall tender to the Mongagor any adapted the provisions of the note secured 5 reby, full payment of the entire indebtedness represented thereby, the Mongagor shall, in computing the amount of such indebtedness, or if the account of the Mongagor any balance remaining in the funds accumulated under subsection (a) of the preceding paragraph acquires the property otherwise after default, the Mongagor shall apply, at the time of the premises covered hereby, or if the time the property 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 their remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal their remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal their remaining in the funds accumulated under subsection (a) of the money and the funds accumulated and

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Any defliciency it the amount of any such aggregate monthly payment shall, unless made good by the Mongagor prior to the due date of the next such tay tent constitute an event of default under this mongage. The Mongagee may collect a "late charge" not to exceed four cents (4c) it, each dollar (5t) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in

- (III) performization of the principal of the said notes.
  - (II) interest on the note secured hereby; and
- (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums:

applied by the Mongagee to the following items in the order set forth:

(a) A sum equal to the ground reats, 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 tire 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 menths 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 assessments and delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments and elinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments and elinquent small be added to be made under the note secured held).

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured held) shall be added together and the aggregate amount thereof shall be paid by the Martgagor each month in a single payment shall be added together and the aggregate amount thereof shall be paid by the Martgagor each month in a single payment.

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

LANGER OR IN PART, ON AUY INSTALLERS IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN EARLAND TO PAY THE DEBT, IN WHOLE OR IN EARLAND AND TO PAY THE DEBT, IN WHOLE OR IN WHANK WANK KAN THE DEBT, IN WHOLE OR IN WHANK WANK KAN THE DEBT, IN WHOLE OR IN WHANK WANK KAN THE DEBT, IN WHOLE OR IN THE BRANK KAN THE DEBT, IN WHOLE OR IN THE BRANK KAN THE WHOLE OR IN WHOLE OR IN THE DEBT, IN WHOLE OR IN THE BRANK KAN THE WHOLE OR IN THE BRANK KAN THE WHOLE OR IN THE BRANK KAN THE WHOLE OR IN THE BRANK THE BRANK THE BRA

AND the said Mongagor further convenants and agrees as follows:

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