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This form is used in connection  
with mortgages insured under the  
one- to four-family provisions of  
the National Housing Act.

## MORTGAGE

86260763

THIS INDENTURE, Made this 17th day of JUNE, 1986

between RAYMOND JOHNSON JR.

AND GAIL W. JOHNSON, HIS WIFE— Mortgagor, and  
LUMBERMEN'S INVESTMENT CORPORATION, a corporation organized and existing under the Laws of Texas, Mortgagee.

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 SEVENTY ONE THOUSAND TWO HUNDRED NINETEEN AND 00/100— Dollars

(\$ 71,219.00 ) 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 Austin, Travis County, Texas, 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 SEVEN HUNDRED FORTY THREE AND 69/100— Dollars

(\$ 743.69 ) 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, 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:

## PARCEL I:

LOT 175 IN NEW SALEM UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED APRIL 27, 1983, AS DOCUMENT 26,584,295, IN COOK COUNTY, ILLINOIS \$13.25 DEPT 44748 # B \*-86-260763 14:22:00

ALSO

PIN# 07-29-313-006

H.W.

## PARCEL II:

EASEMENT FOR INGRESS AND EGRESS OVER OUT LOT 1, IN NEW SALEM UNITS 1, 2, 3, 4, AND 5, APPURtenant TO PARCEL I AS SET FORTH IN THE HARTFORD SQUARE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED NOVEMBER 19, 1982 AS DOCUMENT 26,417,658.

This Document was prepared by: Lisa M. Cennett

MAIL TO: LUMBERMENS INVESTMENT CORPORATION

100 Poplar Ave.

Memphis, TN 38137

Attn: Marketing

-86-260763

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 herein-after 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 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 money 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.

STATE OF ILLINOIS  
HUD ONE-TIME MID

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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 or 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.

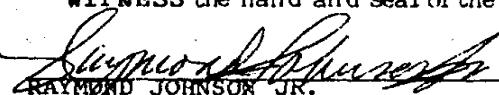
**AND THERE SHALL BE INCLUDED** in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all 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.

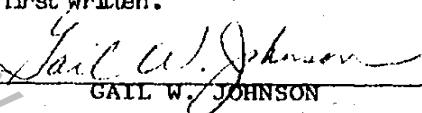
If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute 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.

  
RAYMOND JOHNSON JR.

  
GAIL W. JOHNSON

STATE OF ILLINOIS )  
                      ) SS:  
COUNTY OF DuPage )

I, Judy Den Besten, a notary public, in and for the County and State aforesaid,  
Do Hereby Certify That Raymond Johnson Jr. and Gail W. Johnson

personally known to me to be the same persons whose names 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 right of homestead.

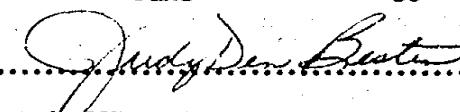
GIVEN under my hand and Notarial Seal this 17th day of June A. D. 19 86

DOC. NO.  
at              Delock

Filed for Record in the Recorder's Office of  
County, Illinois, on the      day of  
m., and duly recorded in Book      of      Page

Notary Public

A. D. 19



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**IN THE EVENING** of Saturday any money paid into the bank before the date due for payment will be held until the next day, or in case of a breach of any other provision of this agreement, then the whole amount will be held until the date due for payment.

**THE MORTGAGE FURTHER AGREEMENT** under the National Housing Act within ninety (90) days from the date hereof (written statement of any other or the Department of Housing and Urban Development agent of the Secretary of Housing and Urban Development to the date of application for a mortgage loan) shall be effective as if it were a part of the original mortgage.

**THAT IT**, the public use, for example, or any part thereof, be condemned under any power of eminent domain or condemnation proceedings, and the condemnation action for such acquisition, to the amount of the compensation demanded thereby as assented by the Native American Indians upon this Mortgagor to be paid forthwith to the Mortgagor for the purpose of paying up the sum of \$10,000, which shall be applied by it on account of the indebtedness secured hereby.

**THAT HE WILL KEEP THE IMPROVEMENTS NOW EXISTING OR HEREAFTER ERECTED ON THE MORTGAGED PROPERTY, INSURED AS MAY BE REQUIRED FROM SUCH AN AMOUNT AND FOR SUCH PERIODS AS MAY BE REQUIRED BY THE MORTGAGEE AGAINST LOSSES BY FIRE AND OTHER HAZARDS, CASUALTIES AND CONTINGENCIES IN EXCESS OF THE AMOUNT OF THE PREMIUM PAID PREVIOUSLY.**

**AND AS ADDITIONAL SECURITY** for the payment of the rents, lessors, and partners now due or which may hereafter become due for the premises hereinabove described.

then an ultimatum (15) days in advance, to cover the extra expense involved in having to pay men.

partner to the due date of the next such payment, constitute an event of default under this mortgage. The mortgagor may collect a "late charge" not to exceed four cents ( $\$0.04$ ) for each dollar ( $\$1$ ) for each payment made more than five days late, plus interest on the amount unpaid at the rate of six percent per annum from the date of the payment due.

Any deficiency in the amount of any such asset shall be made good by the Manager.

DIRECCIÓN NACIONAL DE ESTADÍSTICA Y CENSOS (DNEC) - DIRECCIÓN NACIONAL DE ESTADÍSTICA Y CENSOS (DNEC)

(I) From j events, if any, taxes, spectral assessments, etc., are, and other hazard insurance premiums;

(C) After payment is remitted in the prescribed manner, the Mortgagor shall be entitled to a single payment to be applied by the Mortgagor to the aggregate amount of all payments made under the Mortgagreement.

(a) A sum equal to the ground rents, if any, next due, plus the premium that will next become due and payable on portions of the instrument covering the mortgaged property, plus taxes and assessments next due on the instrument covering the mortgaged property, all as estimated by the mortgagor, less sums paid by the mortgagor to the date when such rents, premiums, taxes and assessments were last paid, plus taxes and special assessments; and in trust to pay said ground rents, premiums, taxes and special assessments; and

The purine capital that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

that privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on  
AND the said Mortgagee further covenants and agrees as follows:

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## MORTGAGE RIDER

The Rider, dated the 17th day of JUNE, 1986, amends the Mortgage of even date by and between RAYMOND JOHNSON AND GAIL W. JOHNSON, HIS WIFE, the Mortgagor, and Lumbermen's Investment Corporation, the Mortgagee, as follows:

1. In the First Paragraph, Page 2, the sentence which reads as follows is deleted:

"That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. The First Paragraph, Page 2, is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

IN WITNESS WHEREOF, Raymond Johnson & Gail W. Johnson has set his hand and seal the day and year first aforesaid.

Raymond Johnson (SEAL)  
RAYMOND JOHNSON JR.  
Gail W. Johnson (SEAL)  
GAIL W. JOHNSON

Signed, sealed and delivered  
in the presence of

Judy Den Besten

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