

This Instrument prepared by: Marie Roche, The First Mortgage Corporation
2006 Governors Drive, Olympia Fields, Illinois 60469

This instrument is for use in the home mortgage insurance programs under
sections 203 (b), 203 (l), 203 (n) and 245. (Reference Mortgage Letter 83-21) (9/83)

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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 19th day of June, 1986, between

MATTHEW P. WESOLOWSKI AND ANGELA WESOLOWSKI, HIS WIFE

THE FIRST MORTGAGE CORPORATION

a corporation organized and existing under the laws of

ILLINOIS

86260782

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 NINE THOUSAND NINE HUNDRED TWENTY SIX AND NO/100 (\$ 79,926.00)** Dollars

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 OLYMPIA FIELDS, ILLINOIS

designate in writing, and delivered; the said principal and interest being payable in monthly installments of **SIX HUNDRED SEVENTY TWO AND 07/100** Dollars

(**\$ 672.07**) 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:

That part of the Westerly $\frac{1}{2}$ of Lot 3 lying Northerly of a line drawn from a point on the Westerly line 199 feet 5 inches South of the North line of said Lot to a point on the division line between the Westerly $\frac{1}{2}$ and the Easterly $\frac{1}{2}$ of said Lot that is 189 feet and 3-3/4 inches South of the North line of said Lot in Block 30 in Cooksville, a Subdivision of the East $\frac{1}{2}$ North of the South Western Plank Road of Section 36, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$12.00
T2222 TRAN 0283 06/25/86 14:28:00
44767 # E *-86-260782
COOK COUNTY RECORDER

Tax I.D. #15-36-412-014 *mt*

15 W. LaFayette
Riverside, IL -86-260782

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 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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VMP-4A (IL)

CONSOLIDATED BUSINESS FORMS, INC. • MT. CLEMENS, MI 48043 • 313/792-4700

STATE OF ILLINOIS
HUD-92116M (5-80)
Revised (10/83)

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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.

Matthew P. Wesołowski [SEAL] Angela Wesołowski [SEAL]
MATTHEW P. WESOŁOWSKI ANGELA WESOŁOWSKI
[SEAL] [SEAL]

STATE OF ILLINOIS

COUNTY OF

Cook

ss:

I, THE UNDERSIGNED
aforesaid, Do Hereby Certify That MATTHEW P. WESOŁOWSKI
and ANGELA WESOŁOWSKI
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

1986 day June , A.D. 19 86

Susan Kessus

Notary Public

My Commission Expires June 1987

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

o'clock

m., and duly recorded in Book

of

Page

Commission Expires _____

HUD-92116M (5-80)

Box 156

86260782

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IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-
by for a period of ninety (90) days after the due date thereof, or in case of a breach of any other condition contained in the note or in the mortgage, the holder of said mortgage, without notice, become immediately due and payable.

THE MORTRAGOR FURTHER AGREEMENT that should this mortgagor and the note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof until ten years after the date of any development of housing and urban development of authorized by the Secretary of Housing and Urban Development dated subsequent to the _____ from the date of this mortgage, becoming redeemable proof of such insurability, market value or the holder of this note may, at its option, declare all sums secured hereby immediately due and payable. This option may not be exercised by the mortgagor when the insurability for insurance under the National Housing Act is due to the mortgagor's failure to remit the mortgagor insurance premium to the Department of Housing and Urban Development.

THAT it the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the cost of preparation for such acquisition, to the owner of the property, or his heirs, executors, administrators, or personal representatives, shall be paid forthwith to the Master, except as provided in the following paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indemnities now due or which may hereafter become due for the use of the premises heretofore described.

to the date of the next such payment, constitutes an event of default under this mortgage. The mortgagor may not elect to "pay off the debt", nor to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears), to cover the extra expenses involved in handling delinquent payments.

(iii) amortization of the principal of the said note.

to do in response to this kind of emergency to the following terms in the right order:

(4) All payments mentioned in the preceding subsection 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

numbers of months before one month's rent is due, and the amount of such sums to be held by Mortgagee in trust to pay said Ground rents, Premiums, Taxes and other expenses, and special assessments, and

on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefore due the policyes of life and other hazard insurance covering the mortgaged property, plus taxes and assessments next due

seed note is fully paid, the following sums:

of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until

Privilège is reserved to pay the debt, in whole, or in part, on any instalment due date.

AND the said mortgagor further covenants and agrees as follows:

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