connection with provisions of the National rousing Act.

THIS INDENTURE, Made this 25 TH JUNE day of RICHARD A BEYER AND JONETTE BEYER HIS WIFE

19 86

. Mortgagor and

COMMONWEALTH EASTERN MORTGAGE CORPORATION **NEW JERSEY** a corporation organized and existing under the laws of Mongagee.

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 FIFTY ONE THOUSAND ONE HUNDRED AND 00/100 Dollar (5 ******51 100 00

payable with interest at the rate of TEN AND 00000/100000 %) per amium on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office 10 000 TEXAS 77027 or at such other HOUSTON place as the boder may designate in writing, and delivered, the said principal and interest being payable in monthly installments FOUR HUYDRED FORTY EIGHT AND 44/100 - 19 86) on the first day of Dollars (5 未本本本本で 2448 44 **AUGUST** , and a like sum on the first day of each and construents into the moter is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and proble on the first day of JULY 2016

NOW, THEREFORE, the and 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 Hippis, to wit:

UNIT 10-101 IN RIVER TRAILS CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OF THE NORTH EAST 1/4 SECTION 24 TOWNSHIP 42 NORTH. RANGE II EAST OF THE THIND PRINCIPAL MERIDIAN WHICH SURVEY IS TO THE DECLARATION OF CONDOMINIUM ATTACHED AS EXHIBIT C RECORDED AS DOCUMENT NUMBER 26373891 TOGETHER WITH ITS UNDIVDED PERCENTAGE INTEREST IN COMMON ELEMENTS IN COOK COUNTY ILLINOIS

PREPARED BY JUDY HEFFNER COMMONWEALTH EASTERN MORTGAGE CORP 5005 NEWPORT DR SUITE 400 ROLLING MEADOWS IL 60008

872 WINESAP COURT #101 PROSPECT HEIGHTS

ILLINOIS 60070

TAX I D # 03 24 202 037 0000

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereun; a velonging, and the rents, issues, and profits thereof: and all apparatus and fixtures of every kind for the purpose of supplying or distributing b., ... 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 appartenances and fixtures, unto the sold 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 hen or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mongagee 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 jurisdicts in, 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 the said Mongagor further convenants and agrees as follows:

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

- (a) A sum equal to the ground rents, 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 fire 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 months to clapse 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 special assessments; and
- (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the noce secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (I) r,0 and rents, if any, taxes, special assessments, fire, and other hazard insurance premiums:
 - (II/ initilest on the note secured hereby; and
 - (III) am ruzation of the principal of the said note

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (40) for each sollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payment.

If the total of the payments make by the Mortgagor under subsection far of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Milinggor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection far of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. 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 shall in computing the amount of such indebtedness, credit, the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection far of the preceding paragraph. If there shall be a default under any of the provisions of this mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property otherwise acquired, the balance then remaining in the funds accumulated under subsection far of the preceding paragraph as a credit against the amount of principal then remaining unpaid under suid note.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afor esaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and confinencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renew Is 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 incurance 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 real copin 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.

THAT if 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 consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

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 dated subsequent to the SIXTY DAYS time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee 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 Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

IN THE EVENT of default in making any monthly payment provided for berein and in the note secured hereby for a period of thirty (30) days after the due date thereof, 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.

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County, Illinois, on the

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purposes therein set forth, including the release and waiver of the right of hor signed, sealed, and delivered the said instrument as THEIR base seen editiof tos gastaulos bas soff YBE S auru asopa umad subscribed to the foregoing instrument, appeared before me this day in person and acknowledged

bersonally known to me to be the same

aloresaid. Do Hereby Certify That RICHARD A., BEYER AND JONETTE BEYER HI > VIFE

THE INDERSIGNED sters pur famos sur for par ai isigned fation to

MITMESS the hand and seal of the Mongagor, the day and year fire

and the masculine gender shall include the feminine.

administrators, successors, and assigns of the parties hereto. Wherever ased, he singular number shall include the plural, the plural the singular. THE COVENANTS HEREIN CONTAINED shall bind, and the senetits and advantages shall inute, to the respective heirs, executors,

successor in interest of the Morgagor shall operate to release, in any manner, the original hability of the Morgagor.

IT IS EXPRESSLY AGREED that no extension of the line for payment of the debt hereby secured given by the Mongages to any

espiration of controller execution of delivery of such reclaise of statements of Mongagases therefor by Mongagor, execute a release or satisfaction of this mortgages, and Montgagor hereby waives the benefits of all statutes or laws coverants and agreements berein, then this conveyance anall be null and void and Mortgagee will, within thirty (30) days after written demand 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

the said principal money remaining unpaid. The overplus of the proceeds of said, if any, shall then be paid to the Mortgagor. hereby, from the time such adsances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all by the Morgagee, it any, for the purposized in the mortgage with interest on such advances at the rate set forth in the nave secured and stemographics, fees, outlays for Incumentary evidence and cost of said abstract and examination to fulle; (2) all the moneys advanced in pursuance of any such decree (I) All the costs of such suit or suits, advertising, sale, and conveyance, including attorney, softenors,

AND THERE SHALL BEANCLUDED in any decine forcelosing this mortgage and be paid out of the proceeds of any sale made .बश्चम्यक्रमण्या रात्रा हु महत्त्रीच्चाओं अभावकी सुम्म तत

the said premises un et anis mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed attorneys or solicino's of the Morigagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the Moragages shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the and the cost Ma complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal priveceding, wherein allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary, evidence AND IN CASE OF FORECLOSURE of this mongage by said Montgagee in any court of law or equity, a reasonable sum shall be

carry out the provisions of this paragraph.

the use of the premises hereinabose described, and employ other persons and expend itself such announts as are reasonably necessary to tions, either within or beyond any period of redemption as are approved by the court; collect and receive the rents, issues, and profits for in such amounts as shall has e been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and condiin good-report, pay such current or back taxes and assessments as may be due on the said premisest pay for and maintain such influence action is pending to fereclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may, keep the said premises Whenever the said Mongagee shall be placed in possession of the above described premises under an order of a court in which an

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rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other fiems during the pendency of such foreclosure surfaint, in case of sale and a deficiency, during the full statutory period of redemption, and such of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rems, issues, and profits of the said premises 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 person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether envisored; at the time of such applications for appointment of a receiver, or for an order to place Morgagee in possession of the premises or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or this moregage, and upon the filling of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose