BOX 238 The state of the superior of the body of the superior of the superior

31:4494225-703 4mil Mariana

This Indenture, Made this Company of 30TH Company of the day of the JUNE

13663 1986, between

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and include the change of the control of the contro WILLIAM C. RUEDEL, DIVORCED AND NOT SINCE REMARRIED

JAMES F. MESSINGER & CO. TINC. The transfer of the community and a property of the community of the communit

a corporation organized and existing under the laws of legitar ILLINOIS is used to Mortgagee. The same and second of the laws of legitar in the laws of legitar

🕇 😘 , Mortgagor, and

When this parties of 00 That an alayana Later or the about the

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 the FIFTY SIX THOUSAND NINE HUNDRED FIFTY AND NO/100----removed the more every reference the property of the contract of the contract

there were a succeeding the teat amount of the greatest before again

(\$ 56,950.00---) ONE HALF payable with interest at the rate of TEN AND per centum ( 10½ %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Anthony OAK LAWN, ILLINOIS. Application of the Mortgage at its office in Anthony OAK LAWN, ILLINOIS.

or at such other place as the ho der may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED TWENTY AND 94/100-----) on the first day of 1986 AUGUST Apply, 1986, and a like sum of 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

the control of the JULY services of the service of 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, so is by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the country of works and COOK and any knowledge of the country of works and the country of the and the State of Illinois, to wit: perfementationness of the method best best the figure and fine the time the practical and the State of Illinois, to wit: perfementation of the state of Illinois, the state of Illinois of the state of Illinois of the state of Illinois of Illino

LOT 1 (EXCEPT THE WEST 2-1/4 FEET THEREOF) IN SLUCK 2 IN FICKLIN AND COOK'S SUB-DIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE MORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERI-DIAN, IN COOK COUNTY, ILLINOIS. the section of the second second

PERMANENT TAX: NUMBER: 19-23-105-053

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3801 WEST 63RD PLACE CHICAGO, ILLINOIS . 60629

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THIS DOCUMENT WAS PREPARED BY:
KAREN A. TANISLAVSKI
JAMES F. MESSINGER & CO., INC.
10939 SOUTH CICERO AVENUE
OAK LAWN THIS COORD OAK LAWN, ILLINOIS 60453

artistical artistical field of the control of the control Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rapts, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, of 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 state, right; title, and interest of the said Mortgagor in and to said premises, and a great the profile of the transform temperature to the one one and the state of the control of the control

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 walve. The secretaring the angularity of the least of the

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. का नामान हैंने कर पूरा भी कि होता है से हिंदी है। जिस्सा हैने के महिल्ला के

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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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 Mortgageo 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 Mortgage. In and to any insurance policies then in force shall pass to the perchaser or grantee, .....

That if the premises, or any part thereof, be condemned under any power of eminent dome any part thereof, be condemned under any power of eminent dome and acquired for a public use, the damages, proceeds, and the confideration for such acquisition, to the extent of the full amount of indictedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by a on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this nortgage and the note secured hereby not be eligible for insurance most the National Housing Act within NINETY (90) 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 NINETY (90) 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.

In the event of default in making any monthly payment provided for herein 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.

And in the event that the whole of sald 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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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 Mortgager 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.

mortgage,
And there shall be included in any decree forcelosing this morteemed the summer of any such decree: (1) All the costs of such suit or suits,
advertising sale, and conveyance, including attorneys', solicitors',
and stem graphers' 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 lereby, from the time such advances are
made; (3) all the accrued interest remaining unpaid on the inwith acgagee, which maining unpaid. The overplus of the proceeds of sale, if any,
shall then be paid to the Mortgagor, which are 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 who and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor will, within they (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.

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at this paragraph and all payments to be made under the note a successive superity mentioned in the two preceding subsections

special assessments, and Mortgages in trust to pay said ground rents, premiums, taxes and and sassaments will become definduent, such sums to be held by month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to clapse before one erty (all as estimated by the Mortgagee) less all sums already paid erty, plus takes and siscessments next due on the mortgaged prop--qorq bagaginom ant gnijavos covering the mortgaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground renue, if any, next due, plus

qeiludheucies of biebahmeure: be analyseems press andres to the trivocas oini galasi monile banquoca aion wil no aub canaled (1/12) of one-half (1/2) per centum of the average outstanding millewi-eno of laups truoms no ni ed lishs delive (mulinere ment, a monthly charge (in heu of a mortgage insurance ment are held by the Secretary of Housing and Orban Develop-

(II) If and so long as said note of even date and this instru-Act, as antended, and applicable Regulations thereunder; or ang and Urban Development pursuant to the National Housing holder with funds to pay such premium to the Secretary of Hous- paragraph. If there shall be default under any of the provisions nual mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Na-(I) If and so long as said note of even date and this instru-

> by the Secretary of Housing and Urban Development, as follows; charge, (in lieu of a mortgage insurance premium) if they are held ment and the note scoured hereby are mented, or a monthly and funds to pay the next mortgage insurance premium if this instru-

(a) An amount sufficient to provide the holder hereof with Topowus anus: Edit of the The Suns Sunopor fitsi dayot gach month until the said note is fully paid, the 🖖 secured hereby, the Mortgagor will play to the Mortgage. In the

of principal and interest payable under the terms of the rote That, together with, and in addition to, the monthly payments

Charles fine date date, was no That privilege is reserved to pay the deut in whole, or in part,

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Aud the said Mortgagor further cov mants and agrees as

premises or any part there of 10 satisfy the same. ment, or lien so contested and the sale of forfeiture of the said which that operate to recent the collection of the tax, assesslegal proceedings brought in a court of competent jurisdiction, anent more than fifteen (15) days in arrears, to cover the extra faith, content the send or the validity thereof by appropriate the mot to exceed four cents (4') for each dollar (5t) for each dollar (5t) for each dollar (5t) ments situated there on, so long as the Mortgagor shall, in good and this mortgage. The Mortgagee may collect a "fate charge" prepares described herein or any part thereof or the improveof remove any tax, assessment, or tax lich upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgages It is expressly provided, however (all other provisions of this

perd by the Mortgagor proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make than thet for taxes or sasosanents on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, such payments, or to sectaly any prior lien or incumbrance other in case of the refusal of negical of the Mortgagor to make

sion for payment of which has not been made neteinbelore. pay prompily, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebtedness

been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have against the amount of principal then remaining unpaid under said under subsection (b) of the preceding pare-graph as a credit

acquired, the balance then remaining in his funds accumulated ment of such proceedings or at the time ine property is otherwise default, the Mortgagee shall apply, it the time of the commencehereby, or if the Mortgagee acquire the property otherwise after of this mortgage resulting in a p. bild sale of the premises covered comulated under the projection of subsection (b) of the preceding

Development, and any belance remaining in the funds acbecome obligated to take to the Secretary of Housing and Urban tion (a) of the presenting paragraph which the Mortgagee has not the Mortge got all payments made under the provisions of subsecputing the amo int of such indebtedness, credit to the account of debtedness epiresented thereby, the Mortgagee shall, in com-

of the first secured hereby, full payment of the entire in shair tender to the Mortgagee, in accordance with the provisions insurance premiums shall be due. If at any time the Morigagor ate when payment of such ground rents, taxes, assessments, or

amount necessary to make up the defleiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiunis, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient

however, the monthly payments made by the Mortgagor under made by the Mortgagor, or refunded to the Martgagor, If,

of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground renta, taxes, and assessments, or insurance premiums, as aerount of the payments actually made by the Mortgagee for subsection (b) of the preceding paragraph shall exceed the

If the total of the payments made by the Morigagor under

expense involved in handling delinquent payments. due date of the next such payment, constitute an event of default payment shall, unlers made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly

(V) late charges

(VI) anortission of the principal of the said note; and (III) interest on the note secured hereby; with the contract of the contract o

other hazard insurance premiums;

(II) ground rents, if any, taxes, special assessments, fire, and

charge (in then of mortgage insurance premium), as the case may

Secretary of Housing and Urban Development, or monthly (I) premium charges under the contract of insurance with the

the order set forth: and badwent to be ablied by the Mortgagee to the following items in escent shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount WILLIAM C. RUEDEL, DIVORCED AND NOT SINCE REMARRIED

MORTGAGOR, AND, JAMES F. MESSINGER & CO., INC.

MORTGAGEE, DATED

JUNE 30, 1986 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

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 Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- A sum equal to the ground rents, if any, next due, plus the pre-riums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus times and assessments next due on the mortgaged property (all as escimited by the Mortgagee) less all sums already paid therefor divide by the number of months to elapse before one month prior to the lifte 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 Mortgage
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be accept together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mort age to the following items in the order set forth:
  - ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (II) interest on the note secured hereby; and

amortization of principal ci the said note. (III)

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 "law charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinguent payments.

If the total of the payments made by the Mortgagor under subjection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee 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 Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the month of payments made by the Mortgagor under subsection (a) 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 to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (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 Nortgagee

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shall apply; at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (e) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when HOWATAGE THE THE INSTITUTE STATE OF THE PROPERTY OF THE

Housing Act is due to the Mortgagee's failure to remit

the mortgage insurance premium to the Department of Pool Smill of Housing and Urban Development.

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  - (1) ground remiet if any, times appeted passerances; fire, and effect has a analysem premiera; (1) interest on the 10's secured hereby's and (1) 'amort, palace of a fincipal of the sold note:

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