86288553

#### **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 7TH day of JULY CARMEN R. SCALERO , DIVORCED & NOT SINCE REMARKIED

, 1986, between

, Mortgagor, and

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS

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 EIGHTY ONE THOUSAND AND 00/100

Dollars (\$ 81,000.00 )

payable with interest at the rate of TEN AND 00000/100000 per centum ( 10.000 %) per annum or the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

CHICAGO, ILLINOIS

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 HUNDED ELEVEN AND 18/100

Dollars

(\$ 711.13 ) on the first day of SEPTEMBER, 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 AUGUST, 2016.

NOW, THEREFORE, the raid 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 WARRANC into 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:

NO. STATE OF THE OWN

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EE LEGAL RILER ATTACHET

TAX IDENTIFICATION NUMBER: 02-10-406-024 TT
TOGETHER with all and singular the tenements, hereditaments and appulenances thereunto belonging, and

TOGETHER with all and singular the tenements, hereditaments and application the rents, issues, and profits thereof; and all apparatus and fixtures of every had for the purpose of supplying or distributing heat. light, water, or power, and all plumbing and other fixtures of 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 for a free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illipoie, 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 lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the 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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70-50-0372

STATE OF ILLINOIS HUD-92116M (5-80)

Property of Cook County Clerk's Office

AND the said Mortgagor further covenants and agrees as follows:

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the said note is fully paid, the following sums:

An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (I) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-hall (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policie. If 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 elapse before one month prior to the date when such ground rents, premiums, taxes and assessment; will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and apecial assessments; and

(c) All payments an applied assessments; and
(c) All payments an alloned in the two preceding subsections of this paragraph and all payments to be made under the note secured terr by shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single oxyment to be applied by the Mortgagor to the following items in the order set forth:

(i) premium clause under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(ii) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(iii) interest on the hole occured hereby; and

(iv) smortlastion 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 of first, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed our cents (4%) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by me 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 Mortgagot, or efunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, at 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, it are, 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 Montge or all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of rousing and orban bevelopment, and any batance remaining in this tunion accumulated under the provisions of this subsection (b) of the preceding paragraph. If there shall be a carault under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or the Mortgagee acquires the property otherwise after default, the Mortgagee 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 sub-section (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made proof subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afores aid the Mortgagor does hereby assign to the Mortgagee 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 nortraged property, insured as may be required from time to time by the Mortgagee against loss by fire and other ordereds, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt. ly, when due, any premiums on such insurance provision for payment of which has not been make hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and rose sols 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 Mortgagee instead of to the Mortgager 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 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 6 months 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 Housing and Urban Development dated subsequent to the 8 months 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 here-by for a period of thirty (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 a cornect to terest thereon, shall, at the election of the Mortgages, without notice, become immediately due and payable.

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AND IN THE EVENT That the whole of said debt a declared to be due, the Mortgages shall have the right is 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 at the time of such any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the premises of such such any party claiming under the payment of the indebtedness secured hereby, and without regard to the value the parason or persons liable for the payment of the indebtedness secured hereby, and without regard to the value bonestess, enter an order placing the Mortgagee in possession of the premises or appoint a receiver for the bonestess, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the permises of the Mortgagee with power to collect the rents, issues, and predict the confist, issues, and profits and premises of the premises of the premises of the indebted demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted ness, costs, taxes, insuence, and other items necessary for the profection and preservation of the property. ness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

hence as may be one of the Mortgages; lease the said premises to the Mortgager or others upon such terms and conditions, climate within or beyond any period of redemption, as are approved by the court; collect and receive the tions, circums, 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. 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 ments as may be due on the said premises; pay for and maintain such insurance in such terms and condi-

the purpose of such indectosure; and in case of any other sunt, of legar proceeding, and the fees and charges be a faither liter, and charge upon the said premises under this mortgage, and all such expenses shall become be a faither liter, 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 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 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 purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be reasonable fees and charges are charges and charges are charges and charges and charges and charges and charges are charges and charges and charges are charges and charges are charges and charges and charges are charges and charges are charges and charges are charges and charges are charges and charges and charges are charges and charges are

AND THERE MALL, BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale nade in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, said conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary svietes and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgage, if any, or the purpose suthorized 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 accused inferest remaining unpaid on the include hereby, from the time such advances are made; (3) all the accused inferest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of each state and advanced a of sale, if any, shall then be paid to the Morigagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall shide by, comply with, and duly perform all the coverants and a greenits herein, then this conveyance shall be full and void and Mortgagor within thirty (30) days after wiffind 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 excution or delivery of such release or satisfaction by Mortgagee.

the Mortgagge to any successor in interest of the Kotspect shall operate to release, in any manner, the original IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by

THE COVENAUTS HEREIN CONTAINED shall bind, and the parties and advantages shall include the plural, the plural the singular aumber shall include the plural, the plural the singular, and the mesculine gender shall include the singular.

the fornitine.

[SEVF] [zevr] a of the Mortgagor, the day and year first written.

[SEVF] [SEVI] CYKWEN B.

STATE OF ILLINOIS

e notary public, in and for the county and State

atomsaid, Do Hereby Certify That THE UNDERSIGNED

subscribed to the foregoing instrument, appeared before he this day in CARMEN R. SCALERO DIVORCED & NOT SINCE . ARRANGE OF The sense

of posteric gard. person and acknowledged that HE MEXIMESIgned, sealed, and delivered the said instrument sells. HEXECURER for the said instrument and purposes therein set forth, including the release and waiver of the right beson apost ushes

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Filed for Record in the Recorder's Office of

DOC: NO:

CODMIL OF

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86288553

County, Illinois, on the

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COOK

m., and duly recorded in Book

TAX IDENTIFICATION NUMBER:

ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

BEING THAT PART OF SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH. RANGE TO EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 86145064 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO MEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BELEVIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CON-DOMINIUM.

NORTGAGE IS .

NATIONS CONTAINED 1.

ARATION WERE RECITED AND STILL

Carman R. Scalen THIS MORTGAGE IS SUPJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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