

# UNOFFICIAL COPY

State of Illinois

Mortgage

Highland 213d & 6

Pha Cbo No:

131:4427106-203

This Indenture, Made this 10th day of July, 1986, between

Emerson Fair and Jeanette F. Fair, husband and wife

Donald Webber Mortgage Company, Inc.

a corporation organized and existing under the laws of the State of INDIANA and authorized to do business in the State of ILLINOIS.

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 Thousand Six Hundred Thirty Five And NO/100-----

\$ 70,635.00 ----- Dollars payable with interest at the rate of nine and one-half per centum ( 9.5 %) per annum on the unpaid balance until paid, and made

payable to the order of the Mortgagee at its office in Highland, Indiana

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 Five Hundred Ninety Three And 94/100----- Dollars (\$ 593.94 )

on the first day of August, 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

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, doth 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:

Lot 173 in Cricket Hill first addition, being a subdivision of part of the Northwest 1/4 of Section 21 together with part of the South 1/2 of the Southwest 1/4 of Section 16, all in Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Number: 31-16-305-008

NO

Together with all and singular the tenements, hereditaments and appurtenances thereto 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, rights, 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 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 situated, 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.

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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It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagor shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment or any part thereof upon the premises described thereon, so long as the Mortgagor by appropriate legal proceedings to prevent the collection of the tax, assessment, or lien to contested and to satisfy the same; and the said Mortgagor further con-

And the said Mortgagor further con-

follows:

That privi-

any part thereof to satisfy the same.  
And the said Mortgagor further covenants and agrees as  
follows:  
That privilege is reserved to pay the  
any installments due date.  
That, together,

That privilege is reserved to pay the debt in whole, or in part, or to add further covenants and agrees as  
on any instalment due date.

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) An amount sufficient to provide funds to pay the next monthly payment on the note and the note charges (in lieu of interest) for the month of January.

sum equal to the ground rents, if any, next due, plus sums that will next become due covering the mortgaged property and other hazard insurance covering the mortgaged property and assessments next due on the mortgaged property estimated by the number of months to elapse before one hundred and twenty days from the date when such ground rents, premiums, taxes and other charges will become delinquent, such sums to be held by the Mortgagor to pay said ground rents, premiums, taxes and other charges; and

ments mentioned in the two preceding subsections and all payments to be made under the note

And as additional security for the payment of the indebtedness aforesaid 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 erected on the mortgaged property, insured from time to time by the hazards, such periods as may

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area for payment of which has not been made before.  
pay properly, when due, any premiums on such insurance  
for 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 as shall be required  
erected on the mortgaged property, issued as may be required  
that he will keep the property in a good condition of  
and as additional security for the payment of the indebtedness

become due for the use of the premises hereinabove described.  
the rents, taxes, and profits now or which may hereafter  
arise and the mortgagee does hereby assent to the mortgagee all  
and as additional security for the payment of the indebtedness

being due under subsection (a) of the preceding paragraph.  
use and shall property differs any payments which shall have  
against the amount of principal then remaining unpaid under said  
under subsection (b) of the preceding paragraph.

sought, the balance then remaining in the funds accumulated  
means of such proceedings as at the time the property is otherwise  
dealt with, the Mortgagee shall apply, to the use of the committee  
hereby, or if the Mortgagee so desires, to the payment of debts  
of this mortgage resulting in a total sum of the premises covered  
paragraph, if there shall be default under any of the provisions  
contained under the provisions of subsection (b) of the preceding

paragraph, and my balance remaining in the funds so  
become oblige, to pay to the Secretary of Housing and Urban  
tion (a) of the preceding paragraph which the Mortgagee has no  
the Mortgagee all payments made under the provisions of such  
setting the amount of such indebtedness, credit to the account of  
debts, expenses, compensated thereby, full payment of the same.

of a, and accrued thereby, full payment of the same.  
that, credit to the Mortgagee, in accordance with the provisions  
amount of such payments shall be due, if at any time the Mortgagee  
fails when payment of such ground rents, taxes, assessments, or

amount necessary to make up the deficiency, or before the  
and payable, then the Mortgagee shall pay to the Mortgagee any  
premiums, as the case may be, when the same shall become due  
to pay ground rents, taxes, and assessments, or otherwise

however, the monthly payments made by the Mortgagee under  
made by the Mortgagee, referred to the Mortgagee, if  
of the Mortgagee, shall be credited on subsequent payments to be  
the case may be, such costs, if the loan is current, at the option  
ground rents, taxes, and assessments, or otherwise  
amount of the payments actually made by the Mortgagee for  
subsection (b) of the preceding paragraph shall exceed the

caprice involved in handling delinquent payments.  
mail more than fifteen (15) days in arrears, to cover the extra  
not to exceed four cents (4) for each dollar (1) for each day  
under this mortgage. The Mortgagee may collect a "late charge"  
due date of the next such payment, constituting an event of default  
payment shall, unless made good by the Mortgagee prior to the  
any deficiency in the amount of any such deficiency monthly

(V) late charges.  
(VI) amortization of the principal of the said note; and  
(VII) interest on the note secured hereby;

(III) ground surface premiums;  
(IV) ground rents, if any, taxes, special assessments, fire, and  
other hazard surface premiums;  
(V) premiums on the mortgagor's behalf in a timely manner  
Secretary of Housing and Urban Development, or similarly  
(VI) premium charges under the contract of insurance with the  
the orders set forth:

such premiums, as to satisfy any prior lien or claim otherwise  
decreed hereby shall be added together and the aggregate amount  
premium to be paid by the Mortgagee to the following items in a single  
than that for loss of insurance on said premises, or to keep

of this paragraph and all payments to be made under the note  
(C) All premiums mentioned in the two preceding subsections

which agree in this to pay said ground rents, premiums, taxes and  
and assessments will become due by the Mortgagee, less all sums already paid  
thereof prior to the number of months to elapse before one

(all as estimated by the Secretary of Housing and Urban Development, taxes and  
plus taxes and assessments due on the mortgaged prop-  
erty, plus taxes and assessments covering the mortgaged prop-  
erty and other hazard insurance due and payable on policies  
the premiums that will occur because due and payable on policies

(b) A sum equal to the ground rents, if any, plus

delinquency or prepayments:  
balance due on the note computed without taking into account  
(1/12) of one-half (1/2) per annum of the average outstanding  
prepayment which shall be in addition equal to one-twelfth

(II) a monthly charge (in the case of a mortgaged insurance  
which are held by the Secretary of Housing and Urban Develop-  
ment are due so long as said note of even date and this instru-

(III) a monthly, and applicable Regulations under: or  
and Urban Development pursuant to the Secretary of Hous-

ing and Urban Development to pay such premium in order to provide such  
said mortgage holder see (I) month prior to its due date in the  
tional Housing Act, so much sufficient to accumulate in the  
ment are instead of the usual under the provisions of the Na-  
(IV) if and so long as said note of even date and this instru-

charge (in the case of a mortgage holder see (I) month prior to its due date  
month and the note secured hereby are renewed, or a mortgag-

ment to pay the new mortgage insurance premium if this instru-

(V) An annual sufficiency to provide the holder hereof with  
following sums:

first day of each month until the said note is fully paid, the  
secured hereby, the Mortgagee will pay to the Mortgagee, as on the  
date of payment under the terms of the note

of principal and interest paid under the terms of the note

That, together with, and in addition to, the monthly premiums

on any instalment due date.

This premium is reserved to pay the debt in whole, or in part,

follows:

and the said Mortgagee shall a sufficient sum to

payments of any part hereof to satisfy the same.  
month, or less so called and the rate of collection of the said  
which shall operate to prevent the collection of the tax, assess-  
said premium which you fit in a court of competent jurisdiction,  
said, consider it: as of the validity thereof by appropriate  
means situated therein, so long as the Mortgagee shall, in good  
premises described herein or any part thereof as improve-  
or remove any tax, assessment, or tax upon or against the  
shall do be regulated so shall it have the right to pay, discharge,  
mortgage to the contrary notwithstanding, that the Mortgagee  
it is entirely provided, however (all other provisions of this  
paid by the Mortgagee.

proceeds of the sale of the mortgaged premises, if not otherwise  
used immediately, received by the Mortgagee, to be paid out of  
any monies so paid or expended shall become so much addi-

it may deem necessary for the proper preservation thereof, and  
such receipts to the property herein mortgaged as in its discretion  
assessments, and insurance premiums, when due, and may make  
said premises in good repair, the Mortgagee may pay such taxes,

such payments as to satisfy any prior lien or claim otherwise  
than that for loss of insurance on said premises, or to keep

In case of the refusal of the Mortgagee to make

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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 Mortgagor 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 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 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 compensation 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 **same** 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 Mortgagor, without notice, become immediately due and payable.

And in the event that the whole of said 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 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 money 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 herov. 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 no 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.

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MORTGAGE RIDER

This Rider, dated the 3rd day of July, 1986,  
 amends the MORTGAGE of even date by and between  
Emerson Fair, the MORTGAGOR,  
 and Jeanette F. Fair, husband and wife, the MORTGAGOR,  
 and DONALD WEBBER MORTGAGE COMPANY, INC., the MORTGAGEE,  
 as follows: ALL PARAGRAPHS ARE ON PAGE 2:

1. Subsection (a) of Paragraph 2 is deleted.
2. Subsection (c)(1) of Paragraph 2 is deleted.
3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of paragraph 2 hereof which the MORTGAGEE has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.
4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said NOTE" and deletion of the remainder of the sentence.
5. Paragraph 7 is amended by the addition of the following:

"This option may not be exercised 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 WITNESS WHEREOF, Emerson Fair and Jeanette F. Fair  
 his hand and seal the day and year first aforesaid.

Emerson Fair (SEAL)  
Emerson Fair (SEAL)  
Jeanette F. Fair (SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned, a notary public, in and for the county and State aforesaid, Do hereby Certify That Emerson Fair and Jeanette F. Fair, his wife, personally known to me to be the same person whose names 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

3rd day of July, A.D. 1986  
K. Reg. Reichen  
Contra 7/19/86 Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

at

County, Illinois, on the

day of

A.D. 19

o'clock

a.m., and duly recorded in Book

of

Page

86289621

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ANG - 2100134

月桂树——月桂树，常绿灌木或小乔木，叶革质，互生，椭圆形，先端渐尖，基部圆形，叶缘有钝锯齿，叶脉明显，花淡黄绿色，果球形，果皮厚，果肉味美，可食，种子含油量高，可作为食用油和工业原料。

1. The Board of Directors have to make a decision as to whether  
they will accept the offer or not. If they do not accept it, then the  
Board of Directors will have to consider the offer again after some  
time. If they accept the offer, then the Board of Directors will have  
to consider the offer again after some time.

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061440-8 - 1. Receptor to (1) no longer - 8

The following table gives the results of the experiments on the absorption of water vapor by the various materials.

The first three rows of each page of the original manuscript were ruled with horizontal lines. The first two rows were for the date and the third row was for the subject.

and the other two, which are now being developed, will be  
published in the near future. The third one is still in progress,  
but it will be completed by the end of the year.

and to nominate and recommend for election members of the  
Board of Education.

On 20th October 1944, the following statement was made by Mr. J. C. COOPER, M.P., in the House of Commons:

10-1886 — COLUMBIAN BIRDS IN 1886

1940-81

pietro has /lava2 sdi 1st hea on julien system 6

Some of the most interesting and significant features of the  
geology of the area are described below. The following sections  
are in part based on the descriptions given by G. E. Hartman  
and J. C. Jackson in their paper on the geology of the area.

10.000-10.500 m. (33,000-34,500 ft.) (see Fig. 1).

19. *Thlaspi arvense* L. - *Arabis arvensis* L.

To submit a response to an inquiry or request:

100

• 33 •

10 (4)

440 *Environ Biol Fish* (2006) 73

6. *Arribal d'una nova època en la història dels Països Catalans*

• 25 •

• 5