537 DEER RUN DRIVE PALATINE

IL 60067 34978

MORTGAGE

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A SPINSTER **3RD** JULY THEODORE LIUCICCIde, this BACHBLOR AND JOANNE " NAPOLITANO,

Mortgagor, and

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS Mortgages.

86290138

WITNESSETII: 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 SIXTY THOUSAND SIX HUNDRED FIFTY AND 00/100 (\$ 60,650.00)

per centum (10.000 %) payable with interest at the rate of TEN AND 00000/100000 per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CRICAGO ,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 or at such other place as the holder may FIVE RUNDERD THIRTY TWO AND 51/100
532.71) on the first day of SEPTEMBER . 1986 . and a like sum on tre 532.51 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 part, shall be due and payable on the first day of AUGUST , 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 WARRAN (into the Mortgagee, its successors or assigns, the following described Real COOK Estate situate, lying, and being in the county of and the State of Illinois, to wit:

TAX IDENTIFICATION NUMBER:

TOGETHER with all and singular the tenements, hereditaments and positionances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every hind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures on, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, (i) le, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and lixtures, unto the said Mortgager, its successors and assigns, f rever, for the purposes and uses berein so, for the 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 continuence 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 tepair, 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.

STATE OF ILLINOIS HUD-82116M (5-80)

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AND the said Mortgagor further covenants and agree

That, together with, and in addition to the world.

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 sur

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

(f) 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 (1) 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

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

(h) A sum estual to the ground reads. If any next due now the premiums that will next become due and approvide on

A sum equal to the ground reats, if any, next 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 for no tragged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the samble of months to elegate before one month prior to the date when such ground reats, premiums, faxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground reats, premiums, taxes and assessments; and

(c) All payments rentioned in the two preceding subsections of this paragraph and all payments to be made under the note secures thereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager each menth in a stack mayment to be applied by the Mortgages to the following items in the order set forth:

(f) premium thereby sunder the contract of insurance with the Secretary of Housing and Urban Development, or mostbly thereby in lies of mortgage insurance premium), as the case may be;

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

(III) interest on the soil secured hereby, and

(IV) amortization of the six incipal of the said note.

iny deficiency in the amount of my such aggregate monthly payment shall, unless made good by the Mortgagor prior in the due date of the next such payment, constitute an event of default under this mortgage. The Mortgages may colect a "late charge" not to excent full cents (4 e) for each dollar (51) for each payment more than fifteen (15) days in mean, to cover the extre expense involved in hundling delinquent payments.

If the otal of the payments made by the hortgagor under subsection (b) 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 Mortgage f, or refunded 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, taxus, and assessments, or insurance presidents, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgager any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, exes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note secured hereby, ful' payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Matragor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgages has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining is to funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a fefault 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 Mortgagee shall apply, at the time of the craminosment of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of relaxing then mortaling paragraph. section (6) 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 under subsection (6) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aform wid the Mortgagor does hereby asign to the Mortgagee all the rents, issues, and profits now due or which may be reafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the son gaged property, insured as may be required from time to time by the Mortgagee against loss by fire and o her lazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgage. The lazards have promptly, when due, any premiums on such insurance provision for payment of which has not been wate hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and exewats thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in for a 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 ablic 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 6 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 horeby immediately due and

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 covenant or agreement herein atipulated, then the whole of said principal sum remaining unpaid together with accrued in-terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

HUD-02118M (5-80)

The production of the section CHICAGO ITTIMOIS 60603 DEAL AND KRAMER, (NC) TRANSPORT BY AND RESIDENCE SERVICE NORROR PARTY OF THE PROPERTY OF THE P 33 MEST NORROW SE JOHR P. DAVEY

THIS INSTRUMENT PREPARED BY:

TAX IDENTIFICATION NUMBER:

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a., and duly recorded in Book

61 'Q'Y

(08-9) WELLZB-CINH

day of

County, Illinois, on the

Filed for Record in the Recorder's Office of

DOC: NO

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Motary Public, State of Illinois My Commission Expires 1/10/90 GIAES JAIRING see Lainatoff bas bead we rebow MEVID

ALERIA and werevers the next institution of the release and waiver of the right tree and voluntary act for the use THEY signed, seeled, and delivered the said instrument as manus and acknowledged that SECURITY TO MINISTER THEODORS L. CUCCI., A BACHRLOR AND JOANNE M. MARCHILLOR AND JOANNE M. MARCHILLOR AND JOANNE M. MARCHILLOR AND JOANNE M. MARCHILLOR DESCRIPTION OF SECURITY STATES OF THE CONTROL INSTITUTIONS OF THE CONTROL OF TH THE UNDERSIGNED TO DO HOMED a notary public, in and full in county and State

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TOYMENT NAPOLITANO [SEVE] [3838]

end, seal of the Mortgagor, the day ald year first written allueto d

THE COVIMANTS HEREIN CONTAINED shall bind, and the parties and advantages shall insure, to the singular aumber shall include the plural the singular, and the meaculine gender shall include the cingular, and the meaculine gender shall include the plural of the meaculine gender shall include the singular.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgages to any successor in interest of the Mortgages to release, in any manner, the original liability of the Mortgages.

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 coverants and a second herein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after writh a demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives he benefits of all statutes or laws which require the satisfaction.

Solution or delivery of such release or satisfaction, by Mortgagee.

of sale, if any, shell then be paid it the Mortgagor AND THERE JYALL 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 saits, advertising, sale, and conveyance, including attorneys, solicitors, and stenographers fees, outlays for decreasing attorneys adventary earlier to the purpose surhorized in the mortgage, with interest on such advances at the rate set forth in the note second interest remaining unpaid on the independences hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the independence in the new paid to the proceeds delicated the secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if each shall then be said to the Brincipal money remaining unpaid. The overplus of the proceeds of sale, if each shall then be said to the Brincipal

be made a pony thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney; be solicitors of the Mortgagee, so made parties, for services in such such superses shall become be a further lieu, and charge upon the said premises under this mortgage, and all such expenses shall become so much additional triebledness secured bereby and be allowed in any decree foreclosing this mortgage. AND IN CASE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the zolicitor's fees, and stenographers' fees of the complete abstract of tills for proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of tills for the purpose of each for and in case of any other angle proceeding, wherein the Mortgages shall be appropriate force and in case of any other angle in a reasonable force and characters, and in case of this angle and the characters.

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 blortgagee, 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 to the Mortgage 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 reals, issues, and profits for the use of the premises hereinabove described; and employ other persons and conditions, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are redempthy necessary to carry out the provisions of this paragraph.

infinediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such infinediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bills is filed may at any the time thereafter, either before or after sale, and without notice to the said Mortgagen, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagen in possession of the premises of whether the same shall then be occupied by the owner of the grades of redemption, as a hortgages with power to collect the rents, issues, or appoint a receiver for the hortgages with power to collect the ents, issues, or appoint a receiver for the benefit of the Mortgages with power to collect the ents, issues, or appoint a receiver for the desired to the such tents, issues, and profits when collected may be applied toward the payment of the indebted coats, coats, taxes, insuence, and other items necessary for the protection and preservation of the property.

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PARCEL 1:

UNIT 8-B-1-2 IN DEER RUN CONDOMINIUM, PHASE II, AS DELINEATED ON A SURVEY OF CELTAIN LOTS IN VALLEY VIEW SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1983 AS DOCUMENT 26535491, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM RECORDED JULY 24, 1985 AS DOCUMENT 85116690; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

0EPT-01 RECORDING \$13.2
T#2222 TRAN 0158 97/11/86 15:15:00
#3085 # B #-86-290138
COOK COUNTY RECORDER

NON-EXCLUSIVE PERPERVAL EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER OUTLOT "A" IN VALLEY VIEW SUBDIVISION AFORESAID AS CREATED BY GRANT OF EASEMENT RECORDED JULY 24, 1985 AS DOCUMENT 85116689.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF GARACE SPACE NO. G-8-R-1-2, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT 85116690.

-86-290138

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS AFPURTENANT TO THE ABOVE DESCRIBED ITAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND 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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