19320 En 70-34-6485

#### PROPERTY COMMONLY KNOWN AS: -1919 OAK STREET NOBTER DOOK

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#### MORTGAGE

This form is used in connection with martgages insured under the one- to four-family provisions of the National Housing Act

THIS INDENTURE, Made this 3 OT H CHRISTOPHER P. COIRIER , A BACHELOR day of

JUNE

19 86 between

Mortgagor, and

DRAPER AND KRAMER, INCORPORATED a corporation organized and existing under the laws of ILLINOIS Morigagee:

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

HUNDRED TWENTY NINE AND 00/100

SIXTY THREE THOUSAND SIX

63,629.00

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 payable with interest at the rate of

or at such other place as the holder may CHICAGO ,ILLINOIS
designate in writing, and delivered; the said principal and interest being payable in monthly installments of

. Dellars

FIVE HUNDRED FIFTY EIGHT AND 67/100

SEPTEMBER, 19 86, and a like sum on the (\$ 558.67 ) on the first day of SEPTEMBER, 19 86, 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 laid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the renormance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT into the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being to the county of COOK and the State of Illinois, to wit:

LOT 24 IN BLOCK 2 IN THE FIRST ADDITION TO NORTHBROOK MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 (EXCEPT THE EAST 30 FEET FOR STREET) AND THAT PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 LYING EAST OF THE WAY OF CHICAGO MILWAUKEE AND ST. PAUL MAILROAD AND THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST (/4 (EXCEPT THE RAILROAD) IN SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF NORTHBROOK IN COOK COUNTY, ILLINOIS.

04-10-315-014-0000 TAX IDENTIFICATION NUMBER:

TOGETHER with all and singular the tenements, hereditaments and a purtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every ind 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, right, tit 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 torth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Llinging, 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 here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said prem-ises, 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.

This instrument is for use in the home mortgage insurance progarms under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgagee Letter 83-21) (9/83)

STATE OF ILLINOIS HUD-92116M (5-80) Revised (10/83)

VMF-4A (IL)

CONSQUIDATED BUSINESS PORMS, INC. - MT. CLEMENS, MI 48949 - \$13/792-

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# UNOFFICIAL COPY

Soloto County Clarks Office

86291059

### UNOFFICIAL COPY,

AND the said Mortgagor further covenants and agrees XXXXXXXXXXXX

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 premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and All payments mentioned in the proceeding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager each month in a single payment to be applied by the Mortgagee to the following items in the order set forth;

(I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of the said note.

Any deficion: in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late clarge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cove the extra expense involved in handling delinquent payments.

If the total of the ay nents made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payment 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 y the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under stos ction (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 Mortgage only amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, as seen necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, as seen necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, as ments, 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 Mortg gee 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 detruit under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Maringree 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 und. subsection (a) of the preceeding paragraph as a credit against the amount of principal then remaining unpaid under said 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 noteafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgager 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 shall be held by the Mortgagee and have attached thereto loss payable clauses in tavor 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 be Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Yortgagee 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. in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent do not not acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extrat 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 eli-for insurance under the National Housing Act within <u>6 Months</u> 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 <u>Q Months</u> time from the date of this not tagged declining to increase and urban persons and urban bevelopment dated subsequent to the <u>Q Months</u> time from the date of this not tagged declining to increase and urban and urban persons are urban persons and urban persons and urban persons are urban persons and urban persons and urban persons are urban persons and urban persons and urban gible for insurance under the National Housing Act within\_ Housing and Urban Development dated subsequent to the <u>Q Months</u> 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 This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development,

IN THE EVENT of default in making any monthly payment provided for 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 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 at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether 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. \* PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY

tions; either within or beyond any period of redemption, as are approved by the court; collect and receive the pend, itself such amounts as are reasonably necessary to carry out the provisions of this paragraph, pend 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 an action is pending to foreclose this mortgage or a subsequent mortgage, 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 condi-

of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage. Se made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the count of law or equity, a proceeding, and sies for all outlays for documentary evidence and the cost of a complete abstract of title for the propose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall outlay the rescent of the cost of title for a legal proceeding, wherein the Mortgagee shall outlay the rescent of this cost of title for a legal proceeding, wherein the Mortgagee shall be also the cost of the rescent of this cost of the cost o

or sale, it any, shall then be paid to the Mortgagor cured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the independent intered. (4) all the said principal money remaining unpaid. The overplus of the proceeds tor the purpose in the mortgage with interest on such advances at the rate actionth in the note se-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 suits, advertising, and con evence, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any,

ecution or delivery of such release ca satisfaction by Mortgagee. 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 conceanal and agreements herein, then this conveyance shall be null and void and Mortgagor, execute a release or satisfication of this mortgagor, execute a release or satisfied of this mortgagor, nereby waives the benefits of all statutes or laws which require the earlier excitis mortgagor, acreeby waives the benefits of all statutes or laws which require the earlier excitis mortgagor.

Limbility of the Mortgagor. the Mortgagge to any successor in Aterest of the Mortgagor shall operate to release, in any manner, the original IT IS EXPRESSLY AGREED "A' no extension of the time for payment of the debt hereby secured given by

eninime) seli respective heirs, executors, administrators, runcessors, and assigns of the parties hereto. Wherever used, the singular number shall include the plute, the plutal the singular, and the mesculine gender shall include THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the

WITNESS the hand and sent of the Mortgagor, the day and year thrat written.

		:##	OUNTY OF COOK
	<u> </u>		TATE OF ILLINOIS
[sevr]	O <sub>y</sub>	EIER [SEAL]	CHRISTOPHER P. COI
[JA32].	862910598	GE OINY 71 NO 9861	10010
		COUNTY OF THE MOIS	

man of so of the county linearest to be the same CHRISTOPHER P. COLRIER . A BACASLOR aforesaid, Do Hereby Certify That THE DUDERSIGNED

free and voluntery act for the wace and purposes therein set forth, including the release and waiver of the right signed, sealed, and delivered the said instrument and rnon and acknowledged that subscribed to the foregoing instrument, appeared befor as this day in

028 61-074

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Filed for Record in the Recorder's Office of

m., and duly recorded in Book

day of County, Illinois, on the o,cjock

DOC: NO.

0000-\$T0-STE-0T-\$0

61 .G.A

TAX IDENTIFICATION NUMBER:

(08-9) W91126-00H

DRAPER AND KRAMER 1900 33 WEST MOURO STREET CHICAGO, ILLINGES 6060 CHICAGO . TORN D DAKEX THIS INST RUMENT PREPARED BY:

GIVEN under my hand and Notarial Seal this