

UNOFFICIAL COPY 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 **11TH** day of **JULY** 19 **86** between **SWINTER E. HILL AND SHIRLEY A. HILL, HIS WIFE**

COMMONWEALTH EASTERN MORTGAGE CORPORATION
NEW JERSEY

a corporation organized and existing under the laws of
Mortgagee.

86298078

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 **FORTY FOUR THOUSAND NINE HUNDRED FORTY FIVE AND 00/100** Dollars (\$ *******44,945.00**)

payable with interest at the rate of **TEN AND ONE-HALF** per centum (**10.500** %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **HOUSTON, TEXAS 77027** 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 **FOUR HUNDRED ELEVEN AND 13/100** Dollars (\$ *******411.13**) 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 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 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:
THE WEST 1/2 OF LOT 2 IN BLOCK 3 IN DICKEY AND BAKERS ADDITION TO AUSTIN, IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

THIS INSTRUMENT PREPARED BY: **FRAN M. MORTILLARO**

PLEASE MAIL TO: **COMMONWEALTH EASTERN MORTGAGE CORP.**
5005 NEWPORT DRIVE SUITE 400
ROLLING MEADOWS, IL 60008

PROPERTY ADDRESS: **5909 W. IOWA AVENUE CHICAGO, ILLINOIS 60651.**

TAX I.D.# **16-05-424-017 f.w.**

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto 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, 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 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 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 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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UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$13.25
T#4444 TRAN 0253 07/16/84 14:17:00
#5068 # D * ~~04-2913-713~~
COOK COUNTY RECORDER

-86-298670

13⁰⁰ MAIL

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HUD-92116M (5-80)

at _____ o'clock _____ m., and duly recorded in Book _____ of _____ Page _____ A. D. 19 _____ day of _____ County, Illinois, on the _____ day of _____ A. D. 19 _____

Filed for Record in the Recorder's Office of _____



My Commission Expires 8/9/89

GIVEN under my hand and Notarial Seal this _____ day _____ A. D. 19 _____

person whose name **S 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 herein set forth, including the release and waiver of the right of homestead.

I, THE UNDERSIGNED, a notary public, in and for the county and State aforesaid, Do Hereby Certify That **SWINTER E. HILL AND SHIRLEY A. HILL, HIS WIFE**

COUNTY OF _____ STATE OF ILLINOIS

[SEAL] SHIRLEY A. HILL

[SEAL] SWINTER E. HILL

WITNESS the hand and seal of the Mortgagor, the day and year first written.

and the masculine gender shall include the feminine. **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 it is used, the singular number shall include the plural, the plural the singular.

IT IS EXPRESSLY AGREED that no extension of time for payment of the debt hereby secured given by the Mortgagor 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 it is used, the singular number shall include the plural, the plural the singular. **IF MORTGAGOR** shall pay said note at any time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this covenant shall be null and void and Mortgagor hereby waives the benefits of all statutes or laws 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 Mortgagor.

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' fees, and stenographers' fees, 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.

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 as shall have been required by the Mortgagee; lease the said premises to the Mortgagee 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 hereinafore described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

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 Mortgagee, or any party claiming under said Mortgagee, and without regard to the sovereignty 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.

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