PROPERTY COMMONLY KNOWN AS: 19434 ELM DRIVE COUNTRY CLUB HILLS IL 60477 PY

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-tamily provisions of the National Hausing Act

THIS INDENTURE, Made this

10TH day of JULY

19 between

JAMES D. WAGNER AND JAN M. WAGNER , HIS WIFE

Mortgagor, and

DRAPER AND KRAMER, INCORPORATED

th 3601/eg

ILLINOIS

a corporation organized and existing under the laws of

86301169

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain assory note bearing even date herewith, in the principal sum of SIXTY ONE THOUSAND AND promissory note bearing even date herewith, in the principal sum of

00/100 (\$ 61,000.00)

9.500 %) payable with interest at the rate of NINE AND ONE-HALF per centum (per annum on the inpaid balance until paid, and made payable to the order of the Mortgagee at its office in 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

FIVE HUNDRED THIRTEEN AND 01/100
513.01) 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 AUGUST , 2016. and interest, if not sooner ped, shall be due and payable on the first day of

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 un'd the Mortgagee, its successors or assigns, the following described Real COOK and the State of Estate situate, lying, and being in the county of and the State of Illinois, to wit:

Pix 31- 10-200-0914 31-10-200-09

TAX IDENTIFICATION NUMBER:

TOGETHER with all and singular the tenements, hereditaments and apparenances 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 is on 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 lovely tree 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 puy 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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AND IN THE EVENT that the whole of said dent is declared to be due, the Morrgage 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 re-demption, 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 Mortgage, 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 threeto 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 c'aige upon the said premises under this mortgage, and all such expenses shall become so much additional in the edgess 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 moneys advanced by the Mortgagee, if any, for the purpose authorized in the mort sage, with interest on such advances at the rate set forth in the note secured hereby, from the time such a doces 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 Mor gagor.

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 this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demend therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the conefits 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 Mortgage, 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.

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

DRAPER AND KRAMER, INCORPORATED

33 WEST MONROE STREET CHICAGO , ILLINOIS 60603

Jos Dh)ogen	[SEAL]_	Jan 7	n. Wac	mes	[SEAL]
JAMES D. WA	GNER	[SEAL]_	U _{JAN M.}	WAGNER		[SEAL]
					<u> </u>	
STATE OF ILLINOIS				O		
COUNTY OF COO	K Tupus	و	<i>3\$:</i>		U/Sc.	
aforesaid, Do Hereby and		MES D. WAG	NER AND WINK	JAN M. WA personally kno	wn to me to b	IS WIFE the same
person whose name person and acknowledge free and voluntary act of homestead.	ed that THEY	scribed to the fo signed, sealed, poses therein se	and delivered	the said instr	rument as	THEIR
GIVEN under my h	and and Notarial Seal	this	day	Del	Λ, A. D	. 19 {
	(Gin	<u>seu</u>) COUL Notar	Public
DOC. NO.	Filed for Re	cord in the Reco	rder's Office o	of		\sim
	County,	Illinois, on the	da	y of		A.D. 19
at And O'clock	m., and	d duly recorded i	in Book	of	Page	A Service Control of the Control of
THIS INSTRU		NT IF ICATIO	N NUMBER:			
JOHN P. DAVI	EY				HUD-97	2118M (5-80)

terest therecon, shell, at the eleqtip immediately due and payable. egreement herein gripulated, then the whole of gold principal sum remaining unpaid together with accrued inph tot a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or IN THE EVENT of default in making any monthly payment provided for herein and in the note secured herepayable

All insurance shall be carried in companies approved by the Mortgagee and the policies and cenewals thereof shall be held by the Mortgagee and the policies and cenewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and it form acceptable to the Mortgagee. In event of loss Mortgager, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee at the Mortgagee instead of to the Mortgagee at the Mortgagee of the Mortgagee insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to include the insurance proceeds, or or to the restoration or repair of the property damaged. In indebtedness accured hereby secured or to the restoration or repair of the property damaged in force shall pass to the purchaser or grantse.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for acquired for

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, instance as may be required from time to time by the Mortgagee against loss by the Mortg. see and will pay promptend contingencies in such amounts and for such periods as may be required by the Mortg. see and will pay promptend contingencies in such amounts and for such periods as may be required by the Mortg. see and will pay promptend on such insurance provision for payment of which has not see, made hereinbefore.

AND AS ADDITIONAL SECUPITY for the payment of the indebtedness a oresaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may he after become due for the use of the premises hereinabove described.

section (b) of the preceding paragraph as a credit against the amount or principal then remaining unpaid under said note and shall properly adjust any payments which shall have used make under subsection (a) of the pre-

mortgage resulting in a public sale of the premises covered here on if the Markagee acquires the property of the commencement of such proceedings or at the time the property is 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 subof Housing and Urban Development, and any balance remaining in the funds accurulated under the provisions of she satisfies of the preceding paragraph. If there shall has a default under any of the provisions of this

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 the Mortgage for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excers, if the loan is current, at the option of the Mortgagor, shall be credited on the Mortgagor, the monthly payments made by the Mortgagor in the Mortgagor, the monthly payments made by the Mortgagor in the Mortgagor, the monthly payments and beyear, and assessments, or insurance premiums, as the case may be, when the mortal become due and payable, then the Mortgagor shall pay to the preceding paragraph amount necessary to make up the deficiency, on the provision of the mortgagor shall tender to the Mortgage any amount necessary to make up the deficiency, on the provision of the mortgagor shall tender to the Mortgage any amount of the mortgagor shall tender to the Mortgage any assessments, or insurance premiums shall be due, the tender to the Mortgage and thereby, tull payment of the entire indebtedness representable the Mortgage shall, in computing the amount of such indebtedness, credit to the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor of pay to the Secretary subsection (a) of the preceding paragraph which the Mortgagor of pay to the Secretary subsection (b) of the preceding payment, and any balance remaining in the funds accurulated under the provisions of thousing and Urban Development, and any balance remaining in the funds accurulated under the provisions of the order the and any balance remaining and Urban Development, and any balance remaining and Urban Development, and any balance remaining a ccurrulated under the provisions of the order than the provisions of th

Rehe total of the payments made by the Mortgagor under subsection (b) of the preceding parallable shall exceed Any deficiency in the amoust of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the nortgage. The Mortgager may collect a "Late charge" not to ercend four cents (4 ¢) for each dollar (\$1) for each payment more than lifteen (15) days in ermers, to cover the extra expense involved in handling delinquent payments.

(c) All p.r., "its mentioned in the two preceding subsections 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 Mortgagor each month in a ingle payment to be applied by the Mortgage to the following items in the order set forth:

(I) pre.ii in rherges under the contract of insurence with the Secretary of Houseing and Urban Development, or monthly classes (in lieu of mortgage insurance premium), as the case may be;

(II) grow! I write; if any, taxes, special assessments, fire, and other hexard insurance premiums;

(IIV) amortization is note secured hereby; and

(IIV) amortization is principal of the said note.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of tire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property, plus taxes and assessments next due on the mortgaged property, plus taxes and assessments are stimated by the Mortgaged property, plus taxes and assessments to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments and property (all as estimated by the Mortgages in trust to pay said ground rents, premiums, taxes, and especial assessments; and services of the date when such ground rents, premiums, taxes, and especial assessments; and services of the date when such ground rents, premiums, taxes, and especial assessments; and services of the date of the date

hat more is very years, and offer the holder hereof with funds to pay the next mortgage inautance premium if this instrument and the note secured hereby see inauted, or a monthly charge (in lieu of a mortgage inautance premium) if they are held by the Secretery of Housing and Urban Development, as follows;

(I) It and so long as said note of even date and this instrument are inauted or are reinauted under the provisions prior to its due date the even date and this instrument are insured or are reinauted under the provisions provide to the Metional Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month pay such premium to the Secreti 17 of Housing and Urban Development permium to the Secreti 17 of Housing and Urban Development premium to the Secreti 18 of Housing and Urban Development to the Milloud Act, or an amount seem of the servers of Housing and Othen Development, a monthly charge (in lieu of a mortgage insurance premium) the fire and applicable Revulations therefore the fire average outstanding balance due on the note compoundment, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twellful (I/2) of even date and this mortgage outstanding balance due on the note compoundment, a monthly charge (in lieu of servers outstanding balance due on the note compoundment).

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 Mortgages and shall be paid forthwith to the Mortgages to the count of the indebtedness secured hereby, whether due or not.

Housing and Utban Development dated subsequent to the G 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 gible 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 ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of THE MORTCACOR FURTHER ACREES that should this mortgage and the note secured hereby not be eli-

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SENSE

ceding paragraph.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgages, on the first day of each month until the said note is fully paid, the following sums:

UNIT 35-A IN TIERRA GRANDE COURTS CONDOMINJUM II AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN TIERRA GRANDE COURTS, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 29, 1984 AS DOCUMENT 27153677; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS DEP.
TW944WS435
COOK C. RESERVATIONS CONTAINED IN S(II) DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STITULATED AT LENGTH HEREIN.

T#4444 TRAN 0276 07/17/86 14:42:60 COOK COUNTY RECORDER

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