

UNOFFICIAL COPY

MORTGAGE

This form is used in connection with
mortgages insured under the one-to-
four-family provisions of the National
Mortgage Act.

THIS INDENTURE, Made this 14TH day of JULY 1986 between
NICHOLAS J. MAICACH AND PATRICIA A. MAICACH, HIS WIFE

a corporation organized and existing under the laws of ILLINOIS
Mortgagor, and
DRAPER AND KRAMER, INCORPORATED
Mortgagee

86305404

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 THIRTY ONE THOUSAND NINE
HUNDRED AND 00/100
(\$ 31,900.00)

payable with interest at the rate of TEN AND 00000/100000 per centum (10.000 %)
per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

CHICAGO, ILLINOIS
designate in writing and delivered, the said principal and interest being payable in monthly installments of
TWO HUNDRED EIGHTY AND 09/100
(\$ 280.09) 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
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:

S E E L E G A L R I D E R A T T A C H E D

H.W.

TAX IDENTIFICATION NUMBER: 28-10-300-093-1013

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 Mort-
gagor 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 in-
cumbrance 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 money 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, assess-
ment, 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-92116M (5-80)

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Property of Cook County Clerk's Office

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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.

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.

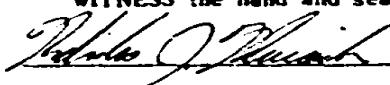
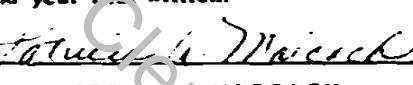
AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including, attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys 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 hereby, 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 this 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.

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

 [SEAL]  [SEAL]
NICHOLAS J. MAICACH PATRICIA A. MAICACH
[SEAL] [SEAL]

STATE OF ILLINOIS

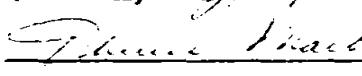
ss:

COUNTY OF COOK

I, THE UNDERSIGNED
aforesaid, Do Hereby Certify That NICHOLAS J. MAICACH AND PATRICIA A. MAICACH, HIS
and WIFE personally known to me to be the same
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 therein set forth, including the release and waiver of the right
of homestead.

GIVEN under my hand and Notarial Seal this

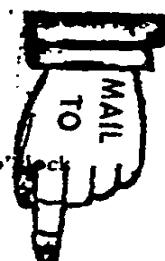
15 day July A.D. 19 86

 500-11
Notary Public

263(541)4

DOC. NO.

Filed for Record in the Recorder's Office of



County, Illinois, on the day of A.D. 19

at

o'clock, and duly recorded in Book of Page

TAX IDENTIFICATION NUMBER: 28-10-300-093-1013

THIS INSTRUMENT PREPARED BY:

JOHN P. DAVEY

DRAPER AND KRAMER, INCORPORATED

33 WEST MONROE STREET

CHICAGO, ILLINOIS 60603

HUD-92116M (5-80)

IN THE EVENT of default or delay in making any monthly payment provided for hereon and in the notice secured here,
by me a period of thirty (30) days after the date stipulated, then the whole of said principal sum remaining unpaid together with
agreement stipulated, at the election of the mortgagee, without notice, become immediately due and payable.

THE MORTGAGE FURTHER AGREES that should this mortgage be declared hereby invalid or unenforceable under the National Housing Act within 6 months from the date hereof written notice shall be given to the Department of Housing and Urban Development dated subsequent to the date hereof 6 months from the date hereof.

THAT if the premises, or any part thereof, be condemned under any law; or if eminent domain, or appropriated for public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount indebtedness upon this mortgage, and the note secured hereby, remaining unpaid, are hereby assessed against the mortgagor, who shall be paid forthwith to the mortgagee to be apportioned by it on account of the indebtedness.

All insurance shall be carried by the Mortgagor and the policies approved by the Mortgagor shall be attached thereto and have the effect of loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make payment to the Mortgagor or to the company concerned in such loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment to the Mortgagor instead of to the Mortgagor or to the holder of the note in event of loss. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make payment to the Mortgagor or to the company concerned in such loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment to the Mortgagor instead of to the holder of the note in event of loss.

THAT HE WILL KEP: The improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagor against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay prompt, when due, any premiums on such insurance for payment of which has not been made hereinafore.

This is the original version of the document. It has been superseded by the revised version, dated 10/09/2010.

Any deficiency in the amount of any such monthly payment will constitute an event of default under this note, unless made good by the longer of prior notice to cover the extra charges involved in handling delinquent payments, or to the due date of the next such payment, whichever comes first; for each dollar (or fraction thereof) so delinquent more than fifteen (15) days in arrears.

(13) Interests in the note secured hereby; and
 (14) amortization of the principal of the said note.

(11) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums.

(1) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or month in a single payment to be applied by the mortgagor to the following items in the order set forth:

(c) All the measures mentioned in the two preceding subsections of this paragraph and all payments to be made under the tax and special assessments, and

(d) A sum payable to the group trustee, if any, having due, the amount of the premium paid by the member due on the moratorium period (all as estimated by the message), plus taxes and assessments except due

to one-weekish (1/12) of one-half (1/2) per centum of the average quarterly balance due on the note card.

(1) If and so long as valid note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal

of the National Housing Act, in amount sufficient to accumulate in the hands of the holder one (1) month's pay such premium as the Secretary of Housing and Urban Development in order to provide such holder funds to pay such premium to the Secretary of Housing and Urban Development thereunder to the National Housing Act, as amended, and comparable Revenues and Expenses demanded by such premium.

If they are held by the Secretary of Housing and Urban Development, as follows:

(d) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument is held thereby are issued, or a monthly charge (in lieu of a monthly insurance premium).

the said note is fully paid, the following sums:

AND THE SIRS AND MRS. HENRY COUCHMAN'S TWO DAUGHTERS.

UNOFFICIAL COPY

RECORDED WITH THE COOK COUNTY PUBLIC LANDS CLERK'S OFFICE, IN THE CITY OF CHICAGO, ILLINOIS, ON THIS DAY OF JULY, 1986, IN THE 100TH DISTRICT COURT OF ILLINOIS, BY CLERK'S OFFICE STAFFER, IN NAME OF JAMES L. HARRIS, JR., AND IS HEREBY SERVED UPON JAMES L. HARRIS, JR., AS OF THE DATE OF RECORDING THEREON, IN THE MANNER PROVIDED.

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DEPT-91 RECORDING \$13.25
TB9444 TRAN 0327 07/21/86 10:58:00
B6469 S ID # 136-305404
COOK COUNTY RECORDER

1630154114

-88-305404

