

# UNOFFICIAL COPY

VA FORM 26-6310 (Home Loan)  
Rev. August 1981. Use Optional.  
Section 1810, Title 38, U.S.C.  
Acceptable to  
Federal National Mortgage Association

3 6 9 5 4 9 1 3

558-373  
ILLINOIS

(2)

## MORTGAGE

247751

THIS INDENTURE, made this

8TH

day of

AUGUST

19 86 , between

86354913

MOSE L. FREEMAN, JR., A BACHELOR  
PRAIRIE STATE MORTGAGE COMPANY, INC.

, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF ILLINOIS ,  
Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of **FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY FIVE AND NO/100-----** Dollars (\$ 48,985.00 ) payable with interest at the rate of **NINE AND ONE HALF per centum @ .50%** per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **WESTCHESTER , ILLINOIS** , or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of **FOUR HUNDRED ELEVEN AND 89/100-----** Dollars (\$ 411.98 ) beginning on the first day of **OCTOBER , 19 86** , and continuing on the first day of each 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 **SEPTEMBER , 2016** .

NOW, THEREFORE, the said Mortgagor for the better securing of the payment of 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:

LOT 1 IN CALUMET HIGHLANDS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER LYING SOUTH OF THE SOUTH LINE OF THE NORTH HALF OF THAT PART OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER WHICH IS NORTH OF THE RIGHT OF WAY OF SOUTH CHICAGO AND SOUTHERN RAILWAY COMPANY IN SECTION 2, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART CONDEMNED IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS, CASE NO. 47-C-6990) ALL IN COOK COUNTY, ILLINOIS.

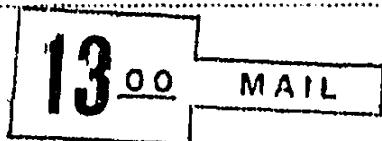
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PTN 29-02-428-017-0000 **on** **C**  
COMMONLY KNOWN AS: 1400 KASTEN DRIVE, DOLTON, ILLINOIS DEPT 206 RECORDING # 13-25  
T-22227 RAN 0230 08/14/86 13:59:00

THIS INSTRUMENT PREPARED BY: SHIRLEY ADAMS  
PRAIRIE STATE MORTGAGE CO., INC.  
1127 SOUTH MANNHEIM RD., SUITE 314  
WESTCHESTER, ILLINOIS 60153

\$4187.00 B-13-25-354913  
COOK COUNTY RECORDER

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;



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STATE OF ILLINOIS

## Mortgage

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Filed for record in the Recorder's Office of

Book  
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PRAIRIE STATE MORTGAGE CO., INC.  
1127 S. MANNHEIM RD., SUITE 314  
WESTCHESTER, ILLINOIS 60153  
Notary Public  
, 1986  
day of AUGUST  
, 1986

Certify That MOSE L. FREEMAN, JR., A BACHELOR, a notary public, is sued for the County and State aforesaid, Do Hitherby  
name IS subscriber to the foregoing instrument, known to me to be the same person whose  
that HE signed, sealed, and delivered, and delivered the said instrument as HIS free and voluntarily act for the  
uses and purposes herein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS  
COUNTY OF COOK

HOUSE L. FREEMAN, JR.  
[Signature] [Seal]

Witnesses the hand and seal of the Mortagor, the day and year first written.

The lien of this instrument shall remain in full force and effect during any possession or extension of payment of the debt hereby secured or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured or any part thereof hereby secured; and no extension of payment to the original holder of the instrument or any assignee of the instrument shall operate to release, in any manner, the original liability of the holder.

If Mortgagor shall pay said note at the time and in the manner aforesaid and abide by, completely, with all the covenants herein contained, then such release or satisfaction by Mortgagor hereby waives the benefits of all statutes or laws which require the delivery of such release or satisfaction by Mortgagor.

where Shareholders in any decree for compelling 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 expense in concluding a reasonable attorney's, solicitor's, and attorney's fees, outlays for documentation, and costs of said abstract and examination of title; (2) all the money advanced by the holder of this mortgage, whether principal or interest, or otherwise, and all other expenses of any kind, including attorney's fees, outlays for documentation, and costs of said abstract and examination of title; (3) all the amount advanced by the holder of this mortgage, whether principal or interest, or otherwise, and all other expenses of any kind, including attorney's fees, outlays for documentation, and costs of said abstract and examination of title; (4) all the amount advanced by the holder of this mortgage, whether principal or interest, or otherwise, and all other expenses of any kind, including attorney's fees, outlays for documentation, and costs of said abstract and examination of title; (5) all the amount advanced by the holder of this mortgage, whether principal or interest, or otherwise, and all other expenses of any kind, including attorney's fees, outlays for documentation, and costs of said abstract and examination of title; (6) all sums paid by the holder of this mortgage, whether principal or interest, or otherwise, and all other expenses of any kind, including attorney's fees, outlays for documentation, and costs of said abstract and examination of title.

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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 situated, 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 type or types of hazard 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 may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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.

AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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 as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

- (a) 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, and of which the Mortgagor is notified) 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 assessments.

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**IN CASE OF FORECLOSURE OF THE MORTGAGE BY SAID MORTGAGOR IN ANY COURT OF LAW OR EQUITY, A REASONABLE SUM SHALL BE ALLOWED FOR THE ATTORNEY'S FEES OF THE COMPLAINANT AND FOR STENOGRAFHER, FEES OF THE COMPLAINT IN SUCH PROCEEDING, AND ALSO FOR ALL OUTLAY FOR DOCUMENTARY EVIDENCE AND FOR RECORDED PAPER, FEES OF THE ATTORNEY OR BOLICITOR OF THE MORTGAGEE, SO MADE PARTIES, FOR SERVICES IN SUCH SUIT OR PROCEED.**

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Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this MasterAgreement. At Mortgagee's option, Mortgagor will pay a "late charge", not exceeding four per centum (4%) of any aggregate amount paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge", shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are insufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. Ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
- II. Interest on the note secured hereby; and
- III. Amortization of the principal of the said note.