#### PROPERTY COMMONLY KNOWN AS: 14730 S. KILPATRIC

State of Illinois

FHA Case No.: 131-4618867

This Indenture, Made this

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day of

**AUGUST** 

. 1986, between

DEBRA L. WILSON , A SPINSTER

DRAPER AND KRAMER, INCORPORATED 86354011

a corporation organized and existing under the laws of

ILLINOIS

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 SEVEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 Dollars (\$

37,450.00

payable with interest at the rate of TEN AND 00000/100000

%)p. annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its 10.000 office in CHICAGO, ILLINOIS at such other place as the holder may design ite in writing, and delivered; the said principal and interest being payable in monthly installments of

THREE HUNDRED TWENTY EIGHT AND 82/100

Dollars (\$

on OCTOBER , and a like sum on the first day of each and every month thereafter until the note is fully paid. , 19 86 except that the final payment of principal and interest if not sooner paid, shall be due and payable on the first day of SEPT EMBER 20 16

Now, therefore, the said Mortgagor, for the better securing 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 and the State of Illinois, to wit:

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TAX IDENTIFICATION NUMBER:

28-10-300-093-1012 vol. 20

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents liviues, 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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CHICAGO, ILLINOIS 60603

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for the uses and purposes or the uses and purposes for the uses and purposes	d before me this day in I wille, personally kno: (	TLSON , A SPINSTER  Ne foregoing instrument, appeare  TLSON , Mattument as HER	That DEBRAT. W subscribed to to ed, and delivered the sky	I, THE UNDERSI.  aforcasid, Do Hereby Certify  and  person whose name IS  that SHE signed, seal  therein set forth, including the
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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 state or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

That, together with, and in addition to, the monthly paymen's 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
- (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (II) If and so long as said 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 to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (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 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
- (c) All payments 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 single payment to be aplied by the Mortgagee to the following items in the order set forth:

- (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be:
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (III) interest on the note secured hereby;
  - (IV) amortization of the principal of the said note; and
  - (V) late charges.

Any deficiency 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 charge" not to exceed four cents (4') for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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 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 by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) 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 Mortgagee any an oult necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, 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 Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding privagraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a defau't un ler any of the provisions of this mortgage resulting in a public sele of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the line of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

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 hereafter 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.

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teminine.

The coverants herein contained shall bind, and the benefits and and abuse shall inure, to the respective heirs, executors, ad-2, ministrators, successors, and assigns of the parties hereio.

Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the

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.

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 coverants and agreements bettin, then this conveyance shall be untll and void and sklottgagee will, within thirty (30) days after astisfaction of this mortgage, and Mortgagor hereby waives the 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.

And there shall be incl. 1d in any decree foreclosing this mortage and be paid out of 1', e proceeds of any sale made in pursuance of any such decree: (1) self the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays or accumentary evidence and and stenographers' fees, outlays or accumentary evidence and advanced by the Mortgagee, if any, for the purpose authorited in the mortgage with interest on such advances at the rate set forth in the not secured hereby, from the time such advances are made; (3) all the accuted interest remail int, anpaid on the interest cannot sale in the not secured hereby, from the time such advances are debtedness hereby secured; (4) all the sai' principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

And in case of foreclosure of this mortgage by said Alortgages of any court of law or equity, a reasonable sum shall be allowed for any court of law or equity, a solution fees, and stenographers' fees of the complaint and in such proceeding, and also for all outlays for documentary pole of not proceeding, and also for all outlays for the purpose of not one of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reasonable fees and charges of the attorneys or solicitors of the proceedings, and charges of the attorneys or solicitors of the premises, for eaviering the said ceedings, and the premises under this mortgage, and else aftorneys or solicitors of the premises under the amortgage, and all such expenses shall become so much additional in lebiculess secured hereby and be allowed in any decree foreclosing this mortgage.

Whenever the said Mortgagee shall be placed in possession of the above described preinters under an order of a court in which amortgage or a subsequent mortgage or a subsequent 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 mainteain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mort-Capacity and said premises to the Mort-Capacity and said premises to the Mort-Capacity 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 profits and receive the rents, issues, and profits for the use of the collect and receive the rents, issues, and profits for the use of the profits of such amounts as are enabley other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this present and control and amounts as are enabled to carry out the provisions of this present and control and amounts as are enabled to carry out the provisions of this present and control and amounts as are enabled to carry out the provisions of this paragraph.

costs, taxes, insurance, and other items necessary for the protection and preservation of the property. 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 Mortgager, or any party claiming under said Mortgage, or any party claiming under said Mortgage, and without regard to the solvency or insolvency of the person or persons time of such applications for appointment of a receiver, or to an order to place Mortgagee in possession of the premises, 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 as noter placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the said premises, or appoint a receiver for the benefit of the Mortgagee in possession of the premises during the pendency of such foreclosure suit in sare of said a deficiency, during the full statutory period of redemption, and such rents, issues, and profits of period of redemption, and such rents, issues, and profits when eviled of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness.

In the event of default in making any monthly payment provided for hetein 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 of any other covenant or agreement herein stipulated, then the whole of said principal aum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, crued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the Mousing Act within 6 months. Assional Housing Act within 6 months. days from the date hereby mitten statement of any officer of the Department of Housing and Urban Development dated subsequent Secretary of Housing and Urban Development dated subsequent to the 6 months. days' time from the date of this mortgage, to the 6 months. days' time from the date of this mortgage, being deemed destining to insure said note and this mortgage, being deemed destining proof of such ineigibility), the Mortgage or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

That it the premises, or any part thereof, be condemned unicative power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, it the full amount of indebtedness upon this Mort. gage, and the Mortgagor to the Mortgagoe and the Mortgagor to the Mortgagoe and shall be paid assigned by the Mortgagor to the Mortgagoe and shall be paid forthwith to the Mortgagoe to be applied by it on account of the indebtedness secured hereby, whether due or not.

All invalance shall be carried in companies approved by the hotor. Lee and the policies and rerwals thereof shall be held by the regages and have attached thereto loss payable clauses in fav. Trgages and have attached thereto loss payable clauses in the regages and have attached the Mortgages. In event of loss lottigagot and to the Mortgaget in event of yauges, who may make proof of loss if no made promptly by Muges, who may make proof of loss if no made promptly by Muges, who may make proof of the resolution is hereby hortgagot and thereby and thereby and the Mortgages are the Mortgages and the Mortgages and the Mortgages of the mortgaged property damaged. In event of foreclosure of this mortgage to of the indebtedness hereby secured or to the restoration. It equally not other transfer of title to the mortgaged property in Avinguishment of the indebtedness secured hereby, all right, title ind interesting the indirection of the restoration of the indebtedness secured hereby, all right, title indirection of the restoration of the indebtedness secured hereby, all right, title indirection of the indebtedness secured hereby, all right, title indirection of the indebtedness secured hereby insurance policies the in-

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THIED PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, 9 AND 10, TOWNSHIP 36 NORTH RANGE 13, EAST OF THE IN THE DECLARATION RECORDED AS DOCUMENT NO. 25976363, IN SECTIONS INTEREST IN THE COMMON ELEMENTS, AS DELINEATED AND DEFINED CONDOWINIOMS' LOCELHER MITH ITS UNDIVIDED PERCENTAGE ONIT 112 IN OAK CROVE CONDOMINIUMS, FORMERLY MIDLOTHIAN

RICHTS AND RASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE RICHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS

AFOREMENTIONED DECLARATION OF CONDOMINIUM.

THE PROVISIONS OF SAID LEGLARATION WERE RECITED AND STIPULATED AT LENGTH COVENANTS AND RESERVATIOUS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THIS MORTGAGE IS SUBJECT TO ALL RICHTS, EASEMENTS RESTRICTIONS, CONDITIONS,

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