## UNOFFICIAL COP

## 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 SIMUEL JONES , MARRIED TO PAULA M. MC CALEB, day of August , 19 86 between

776867-4

MANUFACTURERS HANOVER MORTGAGE CORPORATION a corporation organized and existing under the laws of DELAWARE Mortgagee.

Mortgagor, and

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, ts evidenced by a certain promissory note bearing even date herewith, in the principal sum of THIRTY EIGHT THOUSAND FOUR HUNDRED AND 00/100----38,400.00)

payable with interest at the rate of TEN AND 000/1000 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 FARMINGTON IILLS, MICHIGAN 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 TYELVE AND 65/100-----SEPTEMBER 1986 , and a like sum on the ) on the first day of 412.55 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 source, paid, shall be due and payable on the first day of AUGUST, 2001

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 WARRAN? unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK Illinois, to wit:

LOT THREE (3) IN BLOCK FIVE (5) IN CANTERBURY GARDENS UNIT NUMBER ONE (1), BEING A SUBDIVISION OF PART OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION TWENTY FOUR (24), TOWNSHIP THIRTY SIX (36) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCPAL MERIDIAN, IN COOK COUNT. LLINOIS.

RE:

L0426 16213 S. KEDZIE PARKWAY MARKHAM IL

1985 AUG 15 AM 10: 37

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28-24-105-001 VOL 32 🗬

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and TOGETHER with all and singular the tenements, hereditements 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 Illi c.s., 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 perises, 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 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.

STATE OF ILLINOIS HUD-92116M (5-80)

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AND the said Mortgagor further covenants and agrees as follows:

THE COLUMN TO THE DEST, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE.
That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured the following many and 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 accured 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 (i) 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

- (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 nor gaged 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 regioned in the two preceding subsections of this paragraph and all payments to be made under the note secured birely shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagoe to the following items in the order set forth:

  (if) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charges in lieu of mortgage insurance premium), as the case may be;

  (iii) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

  (iii) interest on the root secured hereby, and

  (IV) amortization of the principal of the said note.

Any deficiency in the amount of n) 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 involution handling delinquent payments.

If the total of the payments made by the Mortgago: 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 Mortgago, or infunded 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 shail become due and payable, then the Mortgagor shall pay to the Mortgagee any amount 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 incordance 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 paragraph which the Mortgagoe 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 default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagoe acquires the property otherwise after default, the Mortgagoe shall apply, at the time of the comme remement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subthe 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 afores aid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereaf er become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the north aged property, insured as may be required from time to time by the Mortgagee against loss by fire and other? anards, 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.

insurance shall be carried in companies approved by the Mortgagee and the policies and encwals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in ion, acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be elifor insurance under the National Housing Act within 90 DAYS from the date hereof (written stategible for insurance under the National Housing Act within\_ ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 90 DAY time from the date of this Housing and Utban Development dated subsequent to the <u>90 DAY</u> 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 payable

IN THE EVENT of default in making any monthly payment provided for herein 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 whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable. 108-9) W9LLZ8-00H

MANUFACTURERS HANOVER MORTGAGE CORP. PREPARED BY AND WHEN RECORDED, RETURN TO: ERIN STEWART

tions, 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. 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 Mortgages, 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 Mortgages; lease the said premises to the Mortgages or others upon such terms and condition, and the Mortgages; lease the said premises to the Mortgages or others upon such terms and conditions. demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted-ness, 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 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 premises of said premises of which or the phenical to the bear accurated hereby, and without regard to the value of said premises or whether the aume 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 homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the penetit of the dortgagee with power to collect the rents, issues, and profits of the said premises during the penetit of the dortgagee with power to collect the rents, issues, and profits of the said premises during the empty of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such tents, issues, and profits when of the payment of the indebted-

be made a party hereto 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 such expenses shall become so further liet. In charge upon the said premises under this mortgage, and all such expenses shall become so much additional independence secured hereby and be allowed in any decree foreclosing this mortgage. AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a proceeding, and also for all outlays for documentiary 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 the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall appear and the rescondals feet and character.

of sale, if any, shall then be paid to the Mortgagor. AND THERE 51,4 LL 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 suits, advertising, sale, and conveyance, including attenneys, solicitors, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgage, if any, for the principal and 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 independences hereby secured; (4) of, the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be said to the Mortgagor.

ecution or delivery of such release or satisfaction by Mortgague. If Mortgagor shall pay said note at he time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agricements herein, then this conveyance shall be null and void and Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waiver the benefits of all statutes or laws which require the earlier exolution or delivery of such release or satisfactive.

IT IS EXPRESSLY AGREED that no extension of the fine for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee to any successor in interest of the Mortgagee to any manner, the original liability of the Mortgager.

the feminine. THE COVENAUS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural the singular number shall include the properties of the masculine gender shall include the singular number shall include the singular number shall include the plural the singular number shall include the plural the singular number shall include the plural than the masculine gender shall include the singular number shall include the plural than the singular number shall include the plural that the singular number shall include the plural than the singular number shall include the plural than the shall include the plural than the pl

the hand and seal of the Mortgagor, the day ald sear first written

STATE OF ILLINOIS .cinoin AND ALL HOMES TE D RIGHTS AND ANY AND ALL MARITAL [SEVI] SOFETA VS BOLFOSE OF WAIVING ANY [SEAL] PAULA IL AC CALEB NOT AS A MORTGAGOR BUT [SEVF] [SEVI]

1. the underengand COUNTY OF COCK

a notary public, in and for the county and State

subscribed to the foregoing instrument, appeared before this day in eforesaid, Do Hereby Centify That Simuel Jones and Paulaffor Colered The Grand Paulaffor , his wife, personally known to me to be the same

person and acknowledged that They signed, seeled, and delivered the said instrument as person whose name NEC

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right

of homestead.

D. 19

Filed for Record in the Recorder's Office of

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er .a.A

County, Illinois, on the

o,cjack

to yeb

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DOC: NO:

GIVEN under my hand and Notatial Seal this