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State of Illinois

Mortgage  
360910

FHA Case No.

131-4662247

This Indenture, Made this 1ST day of AUGUST , 1986 , between  
WILLIAM E. DEMPKOWSKI AND JILL M. DEMPKOWSKI , HIS WIFE ,  
DRAPER AND KRAMER, INCORPORATED , Mortgagor, and  
a corporation organized and existing under the laws of ILLINOIS  
Mortgagor.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of EIGHTY SIX THOUSAND AND 00/100

Dollars (\$ 86,000.00 )

payable with interest at the rate of NINE AND ONE-HALF per centum ( 9.500  $\frac{1}{2}$ %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in CHICAGO, ILLINOIS , 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 SEVEN HUNDRED TWENTY THREE AND 26/100

Dollars (\$ 723.26 )

on OCTOBER , 19 86 , 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 SEPTEMBER 20 16 .

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, doe by these presents Mortgage and Warrant unto the Mortgagor, 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

923 S. Ridgefield Lane  
Wheeling, Illinois  
60090

TAX IDENTIFICATION NUMBER: 03-15-210-026

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 Mortgagor in and to said premises.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, 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 Mortgagor, 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 Mortgagor in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

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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THIS INSTRUMENT PREPARED BY:  
JOHN P. DAVEY  
DRAPER AND KRAMER, INCORPORATED  
33 WEST MONROE STREET  
CHICAGO, ILLINOIS 60603



Property of the State of Illinois

Filler for Record in the Recorder's Office of  
County, Illinois, on the day of  
A.D. 19

File Number recorded in Book \_\_\_\_\_  
of page \_\_\_\_\_

1. THE UNDESIGNED, DO Hesby Cally Thee WILLIAM E. DEMKOWSKI AND JILL M. DEMKOWSKI , HIS  
LAWYER, A Notary Public, In and for the County and State  
of Wisconsin, Do hereby Seal and Notaril Seal the  
and WIFE 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, in the presence of the witness or witnesses named.  
Signed under my hand and Notaril Seal this  
day of October 8<sup>th</sup>, A.D. 1986.

W<sup>IT</sup>NESS the hand and seal of the MORTGAGEE, this day and year first written.

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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 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:

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 payments 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 appled by the Mortgagee to the following items in the order set forth:

- (I) 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 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 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 paragraph 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 default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property 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 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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The coverings shall contain cellulose shall bind, and the cementitious and adhesive materials shall be applied to the respective tiles, excepting, and adhesives, spacers, accessories, and fastenings of the parcelling, and mullions, wherever used, the singular number shall include the plumbir, the singular number shall include the plumbir, the singular number shall include the plumbir, and the triangular beamline.

If it expressly agreed that no extension of the time for payment  
of the debt hereby secured given by the Mortgagor shall operate to release, in  
any manner, the original liability of the Mortgagor.

If Mortgagor shall pay unto [Name] at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein contained, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after delivery of all statutes of laws which require the earlier execution of this mortgage, and Mortgagor hereby waives the benefits of all statutes of laws which require the earlier execution of this mortgage, and Mortgagor by Mortgagor, do, cause a release or cancellation demand hereafter by Mortgagor, to cause a release of all interests of Mortgagor in the property described in the instrument.

And in case of forcible seizure of this mortgagé by said mortgagor  
in any court of law or equity, a reasonable sum shall be allowed  
for the collection of fees, and expenses of such process, fees of the attorney  
and his office, and expenses of such process, fees of the collector  
and his office, and the cost of a complete affidavit of title for the  
process, and the cost of such process, and expenses of any officer until or legal  
process of such collector, and in case of any officer until or legal  
process of such collector, wherein the mortgagor shall be made a party defendant,  
by reason of this mortgagé, it costs and expenses, and the  
reasonable fees of the attorney or solicitor of the  
mortgagor, so made parishes, for services in which suit or pro-  
cessing, shall be a further charge upon the said  
mortgagor, and all such expenses hereby and be allowed  
to much additional indebtedness accrued thereby and become  
prohibited under this mortgage, and all such expenses shall be allowed

Whichever the said Mortgagor 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 mortgagee, the said Mortgagor, in his discretion, may keep the said premises in good repair; pay such curtailment or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amount as shall have been re- quired by the Mortgagor; leave the said premises to the Mortgagor; pay all expenses of removal of fixtures and personalty belonging to the Mortgagor; and extend such lease for the period of time necessary to carry out the provisions of this instrument as are reasonably necessary to do so.

union and preservation of the property.

In the event of default in making any monthly payment pro-  
vided for herein and in the note secured hereby for a period of  
thirty (30) days after the due date hereof, or in case of a breach  
of any other covenant of agreement herein stipulated, then the  
whole of said principal sum remaining unpaid together with ac-  
crued interest thereon, shall, at the election of the Mortgagor,  
which mortgage shall have the right immediately to foreclose  
due, the Mortgagor shall have the right to foreclose  
the court in which such bill is filed may at any time thereafter,  
either before or after trial, and without notice to the said Mort-  
gagor, or any party claiming under said Mortgagor, and without  
regard to the solvency or insolvency of the person or persons  
liable for the payment of the indebtedness hereby, at the  
time of such application for a receiver, or for  
any order to place Mortgage in possession of the premises, and  
shall then be entitled to the value of said premises or whether the same  
without regard to the value of said premises or of the premises,  
shall be occupied by the owner of the same  
as a homeestead, under an order placing the Mortgage in posse-  
ssion of the premises, or appoint a receiver for the benefit of the  
Mortgagor, or 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,

The Mortgagee further agrees that although this mortgage and the note secured hereby may not be eligible for insurance under the National Housing Act without **MORTGAGE** days from the date hereof, nevertheless the Note secured hereby remains unexpired, are hereby assigned by the Mortgagor to the Mortgaggee and shall be paid in full amount to the full amount of indebtedness due, to the extent of the principal amount of indebtedness upon this Mortgagor, and the Note secured hereby remaining unpaid, are hereby assigned to the Mortgagor to the Mortgaggee and shall be paid in full amount to the full amount of indebtedness due, to the extent of the principal amount of the Note secured hereby, whether due or not.

All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereto shall be held by the Mortgagor and have attached thereto 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 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 Mortgagor instead of to the Mortgagor and the Mortgagor shall be liable to the Mortgagor for any part thereof, may be applied by the Mortgagor at his option either to the reduction of the principal indebtedness thereby secured or to the preparation of the property damaged, in event of foreclosure of this mortgage or to the restoration of the property to its original condition or to other remedies of little or no insurance value, all right, little and in- urement of the indebtedness secured hereby, all rights, little and in- terest of the Mortgagor in and to any insurance policies then in force shall pass to the Purchaser or Grantee.

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UNIT 2-6 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COUNTRY HOMES OF RIDGEFIELD LANE CONDOMINIUM AS DELINATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86244522 AND AS AMENDED FROM TIME TO TIME IN PART OF LOT 15 IN LENKE FARMS TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENT APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, AND RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

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THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

86365910

DEPT-01 RECORDING \$14.25  
T#4444 TRAN 0279 08/20/86 14:03:00  
#6097 # D \*-86-365910  
COOK COUNTY RECORDER

-86-365910



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