

VA FORM 26-6310 (Home Loan)
Rev. August 1981. Use Optional.
Section 1810, Title 38, U.S.C.

ILLINOIS

Acceptable to
Federal National Mortgage Association

MORTGAGE
VA CASE #578 788

BOX 238
LOAN #6607

THIS INDENTURE, made this 16TH day of NOVEMBER 19 87, between

87618803

ALBERT HILL, DIVORCED AND NOT SINCE REMARRIED, Mortgagor, and
JAMES F. NESSINGER & CO., INC.,

a corporation organized and existing under the laws 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 SIX THOUSAND SIX HUNDRED FIFTY AND NO/100 Dollars (\$ 46,650.00) payable with interest at the rate of TEN AND ONE HALF per centum (10 1/2 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in OAK LAWN 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 TWENTY SIX AND 73/100 Dollars (\$426.73) beginning on the first day of JANUARY 19 88, 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 DECEMBER 2017

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 21 IN BLOCK 13 IN EGGLESTON'S SECOND SUBDIVISION, BEING THE NORTH 1/2 OF THE NORTH-EAST 1/4 (EXCEPT THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SAID NORTHEAST 1/4 HERETOFORE SUBDIVIDED AS EGGLESTON'S SUBDIVISION) OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 20-28-214-008

7225 SOUTH PERRY
CHICAGO, ILLINOIS 60621

DEPT. OF RECORDS & CLERK OF COUNTY
NOV 17 1987 11:38:00
COOK COUNTY RECORDER

-87-618803

87618803

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;

454361 Had
707

14.08

UNOFFICIAL COPY

STATE OF ILLINOIS

Mortgage

ALBERT HILL, DIVORCED AND NOT SINCE REMARRIED

JAMES F. MESSINGER & CO., INC.

7225 SOUTH PERRY, CHICAGO, ILLINOIS 60621

KAREN A STANISLAWSKI
JAMES F. MESSINGER & CO., INC.
10939 SOUTH CICERO AVENUE
OAK LAWN, ILLINOIS 60453

NOTARY PUBLIC
MAY 1987

[Signature]
Notary Public
1987

This instrument was prepared by: [Name]
GIVEN under my hand and Notarial Seal this 15th day of NOVEMBER, 1987.

STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned, County Clerk for the County and State aforesaid, do hereby certify that the foregoing instrument appeared before me this day in person and acknowledged same and purpose therein set forth, including the release and waiver of the right of redemption.

ALBERT HILL
[Text of mortgage instrument including recitals, covenants, and terms of the loan]

87619803

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.

