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THIS INDENTURE, Made this

1.7TH

DECEMBER day of

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JAMES L. VANDEN BOSCH, A SINGLE MAN, NEVER MARRIED INDIANA TOWER SERVICE, INC.

, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF INDIANA

87005706

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

FORTY FOUR THOUSAND FOUR HUNDRED AND 00/100

Dollers (\$ 44,400.00

NINE AND

payable with interest at the rate of ONE-HALF per centum ( 9,50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in SOUTH BEND

or at such other place as the holder may designate in writing, and deliver-INDIANA 46634 ed; the said principal and interest being payable in monthly installments of

Dollars (\$ 373,34 THREE HUNDARD SEVENTY THREE AND 34/100 FEBRUARY 1 . 19 87 , and a like sum on the first day of each and every month thereafter until the note is fully peid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY 1, 2017

NOW, THEREFORE Ne 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 cuntained, does by these presents MORTGAGE and WARTANT unto the Mortgages, 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:

THE WEST 17 FEET OF LOT 14 AND LOT 15 (EXCEPT THE WEST 30 FEET THEREOF) IN HEATH'S SUBDIVISION OF LOT 16 AND THE SOUTH 17 | FEET OF LOT 15, EAST OF DREW STREET, IN BLOCK 5 IN WASHINGTON HEIGHTS, IN SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COX COUNTY, ILLINOIS.

TAX ID# 25-18-213-018 VOLUME 462

PROPERTY ADDRESS:

1742 WEST 107TH STREET CHICAGO, ILLINOIS 606

PREPARED BY:

JOYCE L. MASA

INDIANA TOWER SERVICE, INC.

2 EAST 22ND STREET

LOMBARD, ILLINOIS 60148



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 ever, kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixives in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, little; 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 Princis, 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.

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 properly 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, askeds. ment, 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.

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AND the said Mortgagor further covenants and agrees as follows

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terms of the note secured hereby, the Mortgagor will pay to the Mortgagor, on the first day of each month until

the said note is fully paid, the following some.

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium it this instrument and the note secured hereby are insured, or a nonthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Orban Development, as follows;
 (b) 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) omith prior to its due date the annual mortgage insurance premium, in order to provide such halder with lands to pay such premium to the Societary of Housing and Orban Levelopment pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or
 (1) If and so long as said note of even date and this instrument are held by the Societary of Housing and Orban Development, a monthly charge (in live of a mortgage insurance premium) which shall be an 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 does plus the premiums that with next become due and payable on

- A sum equal to the ground rents, if any, next due, plus the pronuess, that will next become due and payable on policies of fire and other hazard insurance covering the mark-good preperty, plus taxes and assessments next due on the mortgaged properts foll as estimated by the Mark-good less all some already paid therefor divided by the number of months to rhapse before one month given to the date whom such product rent; pronumes, taxes and assessments will become delinquent, such some to be held by Mortgagee in first to pay said ground rents, premiums,

Any deficiency in the amount of any such aggregate monthly payment shell, 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 Mortgage may callect a "late charge" not to exceed out cents (4) for each dollar (5) for each payment more than lifteen (15) days in arrears, to cover the extra expense in object in handling delinquent payments.

If the total of the payments made by the Mortgagor undersubsection (57of the preceding paragraph shall exceed the amount of the payments made by the Mortgagor under subsection (270) the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagoe 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 refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (here are preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance piecepiens, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor amount necessary to make up the deficiency, an or before the date when payment of such ground rems, black, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note see used hereby, full payment of the entire indebtedies, reported thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mertgagor all payments made under the provisions of subsection to of the preceding paragraph which the Mertgagor has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining to the funds accumulated under the provisions of subsection (6) of the preceding paragraph. If there shall be elefoult under any of the provisions of this mortgage resulting in a public sale of the premises covered herely, or if the Mortgagee acquires the property otherwise after defoult, 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. section the 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.

ANL AS ADDITIONAL SECURITY for the payment of the indebtedness and the Mortgagor does hereby askign to the Mortgagee all the rents, issues, and profits now due or which may be either become due for the use of the premises hereinabove described

THAT HE WILL KEEP the improvements now existing or hereafter exected on the mortgaged property, in sured as may be required from time to time by the Mortgagee against loss by fire and other hazards, committees and contingencies in such amounts and for such periods as may be required by the Mortgager and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been a sle hereinbefore

All insurance shall be carried in companies approved by the Mortgagee and the policies and innewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and or form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by must to the Martgages, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby jett orized and directed to make payment for such loss directly to the Mortgagor instead of to the Mortgagor and the Mortgagor pointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor 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, he condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisation, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining anguald, are hereby assigned by the Mortgage 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 hat be eliment of any officer of the Department of Housing Act within 90 DAYS from the date hereof (written state flousing and Urban Development or author red agent of the Secretary of flousing and Urban Development dated subsequent to the 90 DAYS time from the date of the flousing mortgage, declining to insure said one and the the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due und payable.

IN THE EVENT of detault in making any monthly payment provided for herein and in the note secured here by 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.

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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 person or persons liable for the payment of the indebtedness secured hereby, 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 an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power 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, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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 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 maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms 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 premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum thall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and pino for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legisl proceeding, wherein the Mortgagee shall be made a party therate by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys of scircitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and there upon the said premises under this mortgage, and all such expenses shall become so much additional indebted as secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BY INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any safe made in pursuance of any such decree (1) All the costs of such suit or suits, advertising, sale, and conveyance, including a torneys', solicitors', and stenographers' lees, outlays for documentary evidence and cost of said abstract mid examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in 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 indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the true and in the manner aforesaid and shall shide by, comply with, and duly perform all the covenants and agreeme. In herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the nearlies of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

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.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and a signs of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

WITNESS the hand and seul of the Mortgagor, the day and year first written.

AMES L. VANE	Vanden Boul	[[SEAL]]	. T₩	444 TRAN 9976	
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STATE OF ILLINO	IS	<del> </del>		Ux.	
COUNTY OF Co.	ľ	A 7.	;		
aforesaid, Do Herel	Cot i LAIN by Contify That JAME				
person whose name person and acknowle free and voluntary a of homestead.	he subscient he subscient for the uses and purpo	ribed to the foreginged, and	oing instrument, I delivered the so orth, including th		wer of the right
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Property of Cook County Clerk's Office

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This Rider, dated the 17TH day of DECEMBER, 1986, amends the mortgage of even date by and between JAMES L. VANIEN BOSCH, the Mortgagor, and INDIANA TOWER SERVICE CORPORATION, the Mortgagee, as follows:

- 1. Subsection (A) of paragraph 2, Page 2 is deleted.
- 2. Subsection (C) (I) of paragraph 2, Page 2 is deleted.
- 3. In the third sentence of Paragraph 3, Page 2, the words "all payments made under the provisions of (A) of paragraph 2, Page 2 hereof which the Mortgages has not become obligated to pay to the Secretary of Housing and and Urban Development and " are deleted.
- 4. The fourth sentence of paragraph 3, Page 2 is amended by insertion of a period after "...then remaining unpaid tader said note" and deletion of the remainder of the featence.
- Paragraph 7, Page 2 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to c'me Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

Also:

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his Designee, declare all sums secured by this Mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred joiner than by devise, descent of operation of law) by the Mortgagor, pursuant to a contract of sale executed for later than 24 months after the date of execution of this Mortgage or not later than 24 months after the date of a prior transfer of the property subject to this Mortgage, to a purchaser whose credit has not been

commissioner.

IN WITNESS WHEREOF, JAMES L. VANDEN BOSCH has unt his hand and seal the day and year aforesaid.

AMES L. VANDEN BOSCH (SEAL)

approved in accordance with the requirements of the

SS:

COUNTY OF COOK

I, ANCA CRIFFID

, a notary public,
in and for the county and State aforesaid, Do hereby Certify that Ance 5

L. Vanda, psc.H. And both and person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed, and delivered the said instrument as bi-, from and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Snal this 17 day Dea , A.D. 19 de

Notary Public