

UNOFFICIAL COPY

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

It is expressly provided, however, that other provisions of this mortgage to the contrary notwithstanding, that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or other charge or lien on any part thereof or the improvements situated thereon, so long as the Mortgagee 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 other charge or lien so contested, and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

In case in the event or neglect of the Mortgagee to make such payment, or to satisfy any prior lien or indebtedness, or to pay for taxes, or to pay for assessments, or to keep said premises in good repair, the Mortgagee may pay for such taxes, assessments, and insurance premiums, when and may make such repairs and improvements as may be necessary for the proper preservation thereof, and any money so paid or expended shall be one and 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 Mortgagee.

AND SAID MORTGAGEE covenants and agrees that it will pay for taxes, assessments, and insurance premiums, when and may make such repairs and improvements as may be necessary for the proper preservation thereof, and any money so paid or expended shall be one and 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 Mortgagee.

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 of the said Mortgagee, and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits shall be subject to the payment of the taxes, assessments, and interest on said premises, as hereinafter provided, and said Mortgagee does hereby expressly release and waive.

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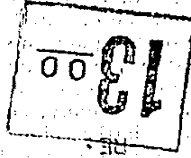
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COOK COUNTY ILLINOIS
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FILED FOR RECORD
1986 OCT - 8 10:23

19713 TERRACE LYWOOD, IL 60411
#33-07-113 - 018-00000
1987 JAN - 7 PM 12:04
87009072

THIS DOCUMENT IS BEING RE-RECORDED TO ADD THE DATE.
87009072

THIS INSTRUMENT, Made this SECOND day of OCTOBER 1986 between DARLYNE WOODSON, A SPINSTER AND CLINTON H. DYKES, A BACHELOR MANUFACTURERS HANOVER MORTGAGE CORPORATION a corporation organized and existing under the laws of DELAWARE Mortgagee, and

WITNESSETH, that whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIVE HUNDRED TWENTY EIGHT AND 00/100 Dollars (\$ 150,528.00) 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 HILLS, MICHIGAN designated in writing and delivered to the said principal and interest being payable in monthly installments of ONE THOUSAND ONE HUNDRED FORTY FIVE AND 46/100 Dollars (\$ 145.48) on the first day of NOVEMBER, 1986, 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 OCTOBER, 2016 NOW, THEREFORE, the said Mortgagee, 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 WARRANT 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 THIRTY ONE (31) IN LYWOOD TERRACE UNIT NUMBER FIVE (5), BEING A SUBDIVISION OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION SEVEN (7), TOWNSHIP THIRTY FIVE (35) NORTH, RANGE FIFTEEN (15) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2

EA#831610/ New 7667524/H

BOX 333-TH

at o'clock m., and duly recorded in Book of Page

County, Illinois, on the day of A.D. 19

Filed for Record in the Recorder's Office of DOC. NO.

DEBORAH KERR HARRIS Notary Public

Deborah Kerr Harris

My Commission Expires Sept. 8, 1987

GIVEN under my hand and Notarial Seal this 2ND day of OCTOBER, A.D. 19 86

I, THE UNDERSIGNED, a notary public, in and for the county and State of Cook County, Illinois, do hereby certify that DARLYNE WOODSON, A SPINSTER AND CLINTON M. DYKES, A BACHELOR, his wife, personally known to me to be the same person whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

COUNTY OF COOK

STATE OF ILLINOIS

DARLYNE WOODSON

[SEAL]

CLINTON M. DYKES

[SEAL]

Clinton M. Dykes

[SEAL]

WITNESS the hand and seal of the Mortgagor, the day and year first written.
THE GOVERNANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns 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.
IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagor to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

AND THERE SHALL 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 suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagor, 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 m- debtedness hereby secured; (4) all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.
If Mortgagor shall pay said sale at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after we then demand thereof by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier ex- ecution or delivery of such release or satisfaction by Mortgagor.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagor in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also 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 legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or attorneys or solicitor of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

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 assess- ments 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 Mortgagee or others upon such terms and condi- 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 ex- pend 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 Mortgagor in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also 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 legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or attorneys or solicitor of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.
AND IN THE EVENT that the whole of said debt (secured) be paid, 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 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 re- 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.

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1900

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1899

COMMISSIONERS OF THE LAND OFFICE
STATE OF ILLINOIS

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STATE OF ILLINOIS

Property of Cook County Clerk's Office

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