

# UNOFFICIAL COPY

VA FORM 26-6310 Home Loan  
Rev. August 1981. Use Optional.  
Section 1818, Title 38, U.S.C.  
Acceptable to  
Federal National Mortgage Association

8 7 0 3 2 3 4

ILLINOIS

87032846

LH 567-536

237-728-4

## MORTGAGE

THIS INDENTURE, made this 31ST day of DECEMBER 19 86, between

CLAUDE JACKSON AND GRETCHEN JACKSON, HUSBAND AND WIFE

11623 SOUTH BISHOP, CHICAGO, ILLINOIS 60643

, Mortgagor, and

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

4242 NORTH HARLEM, NORRIDGE, ILLINOIS 60634

a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA  
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

TWENTY THREE THOUSAND AND NO/100

Dollars (\$ 23,000.00) payable with interest at the rate of NINE

per centum ( 9.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in NORRIDGE, ILLINOIS 60634 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

TWO HUNDRED THIRTY THREE AND 28/100

Dollars (\$ 233.28 ) beginning on the first day of FEBRUARY , 19 87 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 JANUARY, 2002

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:

Ills. in wit: Lot 8 in Frederick H. Bartlett's Greater Calumet Subdivision of Chicago, being part of the South Half of Section 20, Township 37 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

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DEF 92 RECORDING \$13.00  
T#9444 TRAN 9345 91/16/87 15:28:00  
#7982 N D 46-87-032846  
COOK COUNTY RECORDER

25-20-310-008 EAOK

COMMONLY KNOWN AS : 11623 SOUTH BISHOP  
CHICAGO, ILLINOIS 60643

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:

13 00

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STATE OF ILLINOIS

## Mortgage

ADTINNE OREFINO

OAK LAWN, ILLINOIS 60453

4740 WEST 95TH STREET

LOAN ASSOCIATION OF ILLINOIS

THE TALMAN HOME FEDERAL SAVINGS AND

CLERK

TO

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois,

on the \_\_\_\_\_ day of \_\_\_\_\_

o'clock \_\_\_\_\_ A.M. / P.M.

and duly recorded in Book \_\_\_\_\_

, page \_\_\_\_\_

ILL. 2-2A

RECORD AND RETURN TO:  
OAK LAWN, ILLINOIS 60453  
NOTARY PUBLIC  
NOTARIAL SEAL

ADTINNE OREFINO  
NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARIAL SEAL

BOX 130  
OAK LAWN, ILLINOIS 60453  
NOTARY PUBLIC

ADTINNE OREFINO  
NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARIAL SEAL

ADTINNE OREFINO  
NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARIAL SEAL

ADTINNE OREFINO  
NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARIAL SEAL

ADTINNE OREFINO  
NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARIAL SEAL

CERTIFY THAT CLAUDE JACKSON, a notary public, in and at the county and State aforesaid, Do hereby and certifies that CLAUDE JACKSON, his/her spouse, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, CLAUDE JACKSON, his/her spouse, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

COUNTY OF ILLINOIS

STATE OF ILLINOIS

WITNESSETH, I, CLAUDE JACKSON, his/her spouse, the day and year first written.  
[Seal] [Seal] [Seal]

THE COVENANTS HEREIN CONTAINED SHALL BIND, AND THE BENEFITS AND ADVANTAGES SHALL INURE, TO THE RECIPIENT NUMBER WHICH INCLUDE THE SINGULAR, AND THE TERM "MORTGAGEE", SHALL INCLUDE ANY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS OF THE PARTIES HERETO. WHEREVER USED, THE REGULATIONS OF THE PARTIES, AND IN EFFECT ON THE DATE HEREOF, SHALL GOVERN THE RIGHTS, DUTIES AND LIABILITIES OF THE PARTIES; PROVIDED, THAT THIS AGREEMENT IS EXECUTED IN CONNECTION WITH BAILED INDEBTEDNESSES WHICH ARE INCORPORATED WITH THIS TITLE OR REGULATIONS OF THIS AGREEMENT ARE HEREBY AMENDED TO CONFORM THERETO.

TITLE AND REGULATIONS BASED ON THE DATE HEREON AND IN EFFECT ON THE DATE HEREOF, SHALL BE APPLICABLE TO RELEASES, IN ANY MANNER, THE ORIGINAL LIABILITY OF THE MORTGAGOR SHALL BE APPLICABLE TO PAYEE OF THE INDEBTEDNESSES HEREBY SECURED OR ACCORDINGLY, THE MORTGAGEE TO ANY SUCCESSOR IN INTEREST OF THE MORTGAGEOR SHALL BE APPLICABLE TO THE MORTGAGEE.

THE LENGTH OF THIS INSTRUMENT SHALL REMAIN IN FULL FORCE AND POSTPONEMENT OR EXTENSION OF PAYMENT OF THE INDEBTEDNESS HEREBY SECURED BY THE MORTGAGEE, THE MORTGAGOR SHALL BE LIABLE FOR ANY PENALTY OR LIQUIDATED DAMAGES FOR BREACH OF THIS AGREEMENT.

IF THE MORTGAGOR SHALL PAY SAID NOTE AT THE TIME AND IN THE MANNER AFORESAID AND SHALL ABIDE BY, COMPILY WITH AND DULY PERFORM ALL THE COVENANTS AND AGREEMENTS HEREBIN, THEN THIS COVENANT SHALL BE NULL AND VOID AND MORTGAGOR SHALL BE LIABLE FOR BREACH OF THIS AGREEMENT.

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(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
- II. interest on the note secured hereby; and
- III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagor's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. 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 as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (a) 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 as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

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. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form 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.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, 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.

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 application for a receiver, 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, 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.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for 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 attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceed-

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(a) A sum equal to the ground rents, if any, next due, plus the premiums that will become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and assessments.

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:

Prepayment not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less, need not be credited until the next following instalment due date or thirty days after such payment date, need not be credited on the date received. Partial payment, other than on an instalment due date, is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof is earlier.

AND the said Mortgagor further covenants and agrees as follows:

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, ditch, or remove any tax, assess-ment, or tax lien upon or against the premises described herein or any part thereof, except by reason of the tax, assessment, or fee, or removal of the improvements thereon, so long as the Mortgagor shall in good faith, contest the same or the validity thereof.

In no event shall the maturity extend beyond the ultimate maturity of the note first described above. The rate provided for in the principal indebtedness and shall be paid upon by the creditor, the rate thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the same and as fully as if the advance purpose authorized thereunder. Said note or notes shall be secured hereby on a par with and as fully as if the advance purpose authorized for the principal indebtedness, secured by this mortgage, pay-able at any time so advanced as may be agreed upon by the creditor and debtor. Falling to agree on the maturity, the sum or sum so advanced shall be due and payable thirty (30) days after demand and shall bear interest at the rate provided for in the principal indebtedness, secured by this mortgage, pay-able at any time so advanced as may be agreed upon by the creditor and debtor.

Upon the request of the Mortgagor, shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagor for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized or required by the Mortgagor, if not otherwise paid by the Mortgagor. In case of the refusal of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may sue such taxes, assessments, and insurance premiums, when due, and may make such repairs for the sum or sums advanced by the Mortgagor for the alterations, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized or required by the Mortgagor.

In case of the refusal of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may sue such taxes, assessments, and insurance premiums, when due, and may make such repairs for the sum or sums advanced by the Mortgagor. In case of the refusal of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may sue such taxes, assessments, and insurance premiums, when due, and may make such repairs for the sum or sums advanced by the Mortgagor. In case of the refusal of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may sue such taxes, assessments, and insurance premiums, when due, and may make such repairs for the sum or sums advanced by the Mortgagor.

AND said Mortgagor covenants and agrees:

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 the said Mortgagor does hereby expressly release and waive.

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