

## UNOFFICIAL COPY

870855804

State of Illinois

## Mortgage

PMA Case No.

1314544265-248

This Indenture, Made this 27TH day of JANUARY , 19 87, between  
 LEE A. HEDRICK, MARRIED TO ALICE CROWDER AND RICHARD CROWDER, A BACHELOR--- , Mortgagor, and  
 FLEET MORTGAGE CORP.-----  
 a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND  
 Mortgagee.

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

(\$48,215.00--- FORTY EIGHT THOUSAND TWO HUNDRED FIFTEEN AND NO/100----- Dollars  
 payable with interest at the rate of TEN per centum ( 10.00%) per annum on the unpaid balance until paid, and made  
 payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN  
 or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-  
 stallments of FOUR HUNDRED TWENTY THREE AND 12/100----- Dollars (\$423.12-----)  
 on the first day of MARCH , 19 87 , and a like sum of 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  
 FEBRUARY , 20 17 .

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the perfor-  
 mance 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 7 IN BLOCK 2 IN MARKHAM EAST SUBDIVISION, BEING A RE-SUBDIVISION OF PART  
 OF TRANSPORTATION PARK BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE  
 SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

E-G-O

P# 29-18-309-043 Vol 210 K

Commonly known as: 2327 West 156th Place  
 Markham, IL 60426

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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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (l)), in accordance with the regulations for those programs.

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DEPT-A-01  
1000-A-177-TRAN 131510Z/28/87 135100  
4336-0000-0000-0000-0000-0000-0000-0000  
CROSS-REFERENCE NUMBER

CHICAGO, ILLINOIS 60643  
10046 SOUTH WESTERN AVE

Fleet Mortgage Corp.

CREG AC LAUGHLIN FOH

THIS INSTRUMENT WAS PREPARED BY

at o'clock

Page \_\_\_\_\_ of \_\_\_\_\_, and duly recorded in Book \_\_\_\_\_

County, Illinois, on the

day of A.D. 19

Filed for Record in the Recorder's Office of

Given under my hand and No. 1 Notarial Seal this

1. THE UNDERSIGNED, HERIBERT CECILLY THOMAS A. HERDRICK AND ALICE CROWDER, HIS WIFE and RICHARD CROWDER, A BACHELOR, a Notary Public, in and for the County and State of Arkansas, Do hereby certify That Lee A. Herdrick and Alice Crowder, His Wife and 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 THEREIN described to the foregoing instrument, appurtenant thereto.

## COUNTY OF COOK

TO MAIL  
ATLANTA  
SELL

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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.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor 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 not be eligible for insurance under the National Housing Act, within **NINETY** days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the **NINETY** days time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such Ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided for herein and in the note secured hereby 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.

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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then 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.

An 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, 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 attorneys or solicitors 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 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 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the Mortgagor shall pay said note 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 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 benefits 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 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.

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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, which may collect a "late charge" under this mortgage. The Mortgagee may collect a "late charge" under this mortgage if less than fifteen ( $15$ ) days in arrears, to cover the extra expense involved in handling delinquent payments.

#### (4) late charges

Amalgamation of the principal of the said note and interest on the note secured hereby;

Ground rents, if any, taxes, special assessments, fire, and other hazards insurance premiums.

(c) All payments mentioned in the preceding subsection of this paragraph shall be added together and made under the note secured thereby shall be added together and made under the note secured by the Mortgagor each month in a single payment in the following order of application to the Mortgagor to the items in the order of application:

machines will become delinquent, such sums to be held by Mortgagor until it turns to pay said Ground rents, premiums, taxes and special assessments; and

(a) A sum equal to the round sum, if any, next due, plus the premium units that will become due and payable on policies of fire and other hazard insurance covering the insured property, plus taxes and assessments next due on the insured property (all as calculated 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 round rents, premiums, taxes and assess-

That, together with, and in addition to, the initially 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:

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 instrument due date.

In case of the refusal or neglect of the insurance agent to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments or assessments on solid premises, or to keep said premises, secured by this instrument, to be paid out of proceeds of sale of the mortgaged premises, if not otherwise paid by the mortgagee.

which is to furnish to said claimants, to pay to the mortgagor, to the  
debtors, provided, until said note is fully paid, ((1) a sum suffi-  
cient to pay all taxes and assessments on said premises, or any tax  
or assessment which may be levied by authority of the State of Il-  
linois, or of the county, town, village, or city in which the said  
landed situate, upon the mortgagor on account of the ownership  
thereof; (2) a sum sufficient to keep all buildings which may at any  
time be on said premises, in repair, so that they may be continuance of said in-  
debtedness, insured for the loss, if any, of the Mortgagor in such forms

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; nor to suffer any loss or damage men or material.

To keep said premises in good repair, and not to do, or permit to

And Said Moultagor COVENANTS and AGREEMENTS

benefits to said Mortgagor does hereby expressly release and waive.

**Exemption** laws of the State of Illinois, which said rights and

from all figures and techniques under and by virtue of the Homebread

AND DISSEMINATE, FOR THE PURPOSES AND USES DESIGNATED IN THE

עיפוי רוחני נרחב, מילוי וארוך מונטג'ו, וס עכבר סופי

10 HOURS AND 10 HOURS THE ABOVE-DESCRIBED PRICES, WITH THE