

UNOFFICIAL COPY

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 567-922
CMC 100170-0

THIS INDENTURE, made this 30th day of January 1987, between

RETURN TO BOX 43

87076949

William E. Moore and Jeanette Moore, his wife-----, Mortgagor, and
Crown Mortgage Co.-----

a corporation organized and existing under the laws of the State 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 Seventy One Thousand Five Hundred and No/100ths----- Dollars (\$ 71,500.00---) payable with interest at the rate of Eight and One Half per centum (8.50%) 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 Five Hundred Forty Nine and 77/100ths----- Dollars (\$ 549.77-----) beginning on the first day of March 1, 1987, 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 February 1, 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:

(attached)

Cook County Clerk's Office

87076949

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;

CWN 100646 R 2072

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STATE OF ILLINOIS

Mortgage

TO

14 00 MAIL

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois.

day of

o'clock

and duly recorded in Book

page

DEPT-01 RECORDING
#3292 # D * 7
1#449 TRAM 0197 02/06/07 15:50:00
COOK COUNTY RECORDER

\$19.25

6131 W. 95th Street, Oak Lawn, IL 60453
CROWN MORTGAGE CO., MAX JORDAN, S. DUNN

day of January, 1987
GIVEN under my hand and Notarial Seal this 30th

STATE OF ILLINOIS
COUNTY OF COOK
I, ALAN DAKOFF, a notary public, and for the county and State aforesaid, Do Hereby Certify That WILLIAM E. MOORE and JENNIFER MOORE, his wife, 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. My commission expires: 10-21-87
This instrument was prepared by:

WILLIAM E. MOORE [SEAL]
JENNIFER MOORE [SEAL]
Witness the hand and seal of the Mortgagor, the day and year first written.

HERE 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 reasonable attorneys' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the mortgage, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, 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; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.
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 Mortgage will, within thirty 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.
The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of 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.
If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto. 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 term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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"The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for guarantee under the Serviceman's Readjustment Act of 1944 as Amended within three months from the date hereof (written statement of any officer of the Veterans Administration or authorized agent of the Administrator of Veterans Affairs dated subsequent to the three months time from the date of this Mortgage declining to guarantee 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."

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 advances 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.

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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 proceedings, 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 proceeding-

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 Mortgagee, or any party claiming under said Mortgagee, 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, 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 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.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvement now or hereafter on said premises, and except when payment for all such premiums has heretofore been made, he will pay promptly when due any premiums thereon. 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee 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 rights, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee 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 heretofore described. The Mortgagee 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 lease, assignment or sublease 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.

IN THE EVENT of default 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 Mortgagee's option, Mortgagee 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 Mortgagee 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 Mortgagee for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagee. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee 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 Mortgagee shall demand 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 Mortgagee 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 heretofore described after default, the Mortgagee as Trustee shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagee 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.

- I. Ground rents, 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.

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:

5-5920228

Parcel 1: **UNOFFICIAL COPY**
That part of the West 72.97 feet of the East 510.79 feet (both measured along the South Line) of the following taken as tract: Lots 8 to 14 both inclusive and the South 4.79 feet of Lots 1 to 7 both inclusive all in Block 1 in Hillary Lane being a Subdivision of the West Half of the Northeast Quarter of the Northwest Quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian lying North of a line drawn from a point in the East Line of said West 72.97 feet of the East 510.79 feet, which is 87.53 feet North of the Southeast corner of said West 72.97 feet of the East 510.79 feet to a point on the West Line of said West 72.97 feet of the East 510.79 feet, which is 91.35 feet North of the Southwest corner of said West 72.97 feet of the East 510.79 feet, in Cook County, Illinois.

Parcel 2:

The east 1/8 of the West 8/52 feet of the North 35 feet (measured along the East Line and West Line) of Lots 1 to 7 both inclusive taken as a tract in Block 1 in Hillary Lane being a Subdivision of the West Half of the Northeast Quarter of the Northwest Quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian.

also

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Parcel 3:

Easements as set forth in the Declaration of Easements party walls, covenants and restrictions and Exhibit 'A' thereto attached made by Golf-Mill Gardens Incorporated, a corporation of Illinois, and Others dated July 31, 1959 and recorded August 4, 1959 as Document Number 27,618,417, and as created by the Deed from Leonard Brenner and Others to Irvin A. Dorn and Marilyn Dorn, his wife, dated July 22, 1969 and recorded July 29, 1969 as Document Number 20,913,651.

(a) For the benefit of Parcel 1 aforesaid for ingress and egress over and across a strip of land 14 feet wide, whose center line is a line drawn from a point on the North Line of the South 4.79 feet of Lot 1, 83.66 feet (measured along said North Line of said 4.79 feet) Easterly of the West Line of said Lot 1 to a point on a line 35 feet (measured along the West Line and the East Line of said East 83.66 feet) South of the North Line of said Lot 1, 33.78 feet (measured along said Line 35 feet South of said North Line) Easterly of the West Line of said Lot 1 in Block 1 in Hillary Lane aforesaid.

(b) For the benefit of Parcel 1 aforesaid for ingress and egress over and across a strip of land 14 feet wide, whose center line is a line drawn from a point on the South Line of Lot 13, 145.94 feet (measured along said South Line) Easterly of the Southwest corner of Lot 14 to a point on the North Line of the South 4.79 feet of Lot 2, 146.10 feet (measured along said North Line of said South 4.79 feet) Easterly of the West Line of Lot 1 (excepting therefrom that part thereof falling in Parcel 1 aforesaid) in Block 1 in Hillary Lane aforesaid.

(c) For the benefit of Parcel 1 aforesaid for ingress and egress over and across a strip of land 14 feet wide whose center line is a line drawn from a point on the South Line of Lot 14, 72.97 feet measured along said South Line) Easterly of the Southwest corner of said Lot 14 to a point on the North Line of the South 4.79 feet of Lot 1, 73.13 feet (measured along said North Line of said South 4.79 feet)

Easterly of the Westerly Line of Lot 1 (excepting therefrom that part thereof falling in Parcel 1 aforesaid) in Block 1, in Hillary Lane aforesaid.

(d) For the benefit of Parcel 1 aforesaid for ingress and egress over and across a strip of land 14 feet wide whose centerline is the West 153.10 feet of the North Line of the South 4.79 feet of Lots 1 and 2 taken as a tract (excepting therefrom those parts falling in Parcels 1, 3A, 3B, 3C immediately above) in Block 1 in Hillary Lane aforesaid.

(e) For the benefit of Parcel 1 aforesaid for ingress and egress over and across the South 15 feet of the North 35 feet (both measured along the East Line and the West Line) of Lots 1 and 2 taken as a tract (excepting therefrom that part thereof falling in Parcel 2 aforesaid) in Block 1 in Hillary Lane aforesaid.

PERMANENT TAX NUMBER: 09-15-104-062

9378 D NOEL, DES PLAINES, ILLINOIS 60016

W.S. D.A.O.