MORTGAGE

martgages insured under the one-to four-family provisions of the National Housing Act.

87123805

THIS INDENTURE, Made this 8th

RAYMOND HILL AND CARLETTA M. HILL , HIS WIFE

MANUFACTURERS HANOVER MORTGAGE CORPORATION a corporation organized and existing under the laws of DELAWARE Mortgagee.

day of November



1985, between

140392

Mortgagor, and

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 SIXTY THREE THOUSAND ONE HUNDRED SIXTY TWO AND 00/100-----63,162.00)

per centum (12.000 %) payable with interest at the rate of TWELVE AND 000/1000 per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in or at such other place as the holder may FARMINGTO', H LLS, MICHIGAN designate in writhin, and delivered; the said principal and interest being payable in monthly installments of SIX HUNDRED FORTY NINE AND 70/100------ Dellars DECEMBER , 1935 , and a like sum on the) on the first day of 649.75 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 NOVEMBER, 2015

NOW, THEREFORE, the inid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the rectormance 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 SEVEN HUNDRED NINETEEN (19) IN HAZELCREST HIGHLANDS FOURTEENTH (14TH)
ADDITION, BEING A SUCCIVISION OF PART OF THE HORTHWEST ONE QUARTER (1/4) OF
SECTION TWENTY SIX (26) AND PART OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION
TWENTY SIX (26), ALL IN TOWNSHIP THICTY SIX (36) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DOOK COUNTY, ILLINOIS.

17107 Magnolia Hazelores IL 60429

THIS MORTGAGE IS BEING RE-RECORDED TO SHOW EVIDENCE OF THE NOTARY EXPIRATION "DATE

200

अ ५ : ४.५७ **५५७।\$**

13, NOV 15 AT 11 55 28-26-301-014 VOL. 033 🕼

TOGETHER with all and singular the tenements, hereditiments and enourtenances 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, vite, 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 Wirols, which said rights and benefits the said Mortgager does hereby exemptly release and mortgager does hereby exemptly release and mortgager. 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 here-ises, 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 Mortgagor 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 of the returnal or neglect of the mortgagor to make such payments, or to satisfy any prior lies of the cumbrance other than that for taxes or assessments an 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 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, assessment, or lax 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 appropriately 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 satisfy the same.

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (i), 203 (n) and 248. (Reference Mortgagee Letter 83-21) (9/83)

BUX 52

'UNOFFICIAL COPY

DEC 5 4 882

1153805

Proberty of Cook County Clark's Office

UNOFFICIAL COPY of s

AND the said Mortgagor further covenants and agrees as follows:



химиника улиноон укон и хол и кол и кон и MERCE PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE

DATE.
That, 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, 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) 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 special assessments; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager each month in a single payment to be applied by the Mortgagee to the following items in the order set forth;

(1) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(1) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; (11) interest on the note secured hereby; and (111) amortization of the principal of the said note.

Any defizioncy in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the as interior of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the revients actually made by the Mortgager for ground rents, taxes, and assessments, or insurance premiums, as the case my be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be reads by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (4) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the mortgage any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, tax(s,) seesaments, or insurance premiums shall be due. 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 Moriga; ee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection(s) 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 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 artier subsection (a) of the preceeding paragraph as a credit against the amount of principal then remaining unpaid under a id note

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profit new due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgager avainat loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may or required by the Mortgager hazards and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgar, so 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 12 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 remain 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 want 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 as nain, 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 a signed 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 elifor insurance under the National Housing Act within 90 DAYS from the date hereof (written stategible for insurance under the National Housing Act within 90 DAYS from the date hereof (written state-ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of the Department of Housing and Urban Development or authorized agent of the Secretary of the Department of the Secretary of the Secretary of the Department of the Secretary of the Secretary of the Department of the Secretary of the Secr Housing and Urban Development dated subsequent to the SO DAY 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 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 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 in-terest 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 Mortgager, or any party claiming under said Mortgager, 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 the full statutory period of redemption, and such rents, issues, and profits when collected may be applied the full statutory period of the indebtedness, costs, taxes, insurance, it other items necessary for the protection of the property.

Whenever the said Mortgages 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 flore; gages, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and sastessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgages; 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 hereinsove described; and employ other persons and expends itself such amounts as are reasonably necessary to carry out the provisions of this persons and expenditions of the profits for the reasonably necessary to carry out the provisions of this persons and entity.

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 Mortgages, so made parties, for services in such suit or proceedings, shall become so further tien 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 CASE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable aum shall be allowed for the solicitor's fees, and stanographers' fees of the complete abstract of title for the 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 ault, or legal proceeding, wherein the Mortgages shall be costed to be a party therein the seasonable fees and the case of this seasonable fees and characters.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale, and stenographors' fees, outlays for documentary eviluate, and stenographors' fees, outlays for documentary eviluance and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgages, if any, for the purpose such advances are made; (3) all the auch advances are forth in the note second interest remaining unpaid on the incomplement, for the time auch advances are made; (3) all the accrued interest remaining unpaid on the incomplement of the forth and the incomplement of the Mortgagor.

ecution or delivery of such released or ratisfaction by Mortgagee. of this mortgage, and Mortgago, nereby waives the benefits of all statutes or laws which require the earlier ex-If Mortgagor shair pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the ccymiants and agreements herein, then this conveyance shall be null and void and Mortgagor, perform all the ccymiants and agreements herein, then this conveyance shall be null and void and Mortgagor, execute a release or satisfaction gages will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction

IT IS EXPRESSLY AGRED that no extension of the time for payment of the debt hereby secured given by the Mortgages to any manner, the original liability of the Mortgages to the Mortgages to any manner, the original

respective heirs, executors, administrators, euroessors, and assigns of the parties hereto. Wherever used, the singular number shall include the plumer, the plums and the masculine gender shall include the parties. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the

witten. The band see of the Mortgagor, the day and year first written.

eman edt ed på vy ot ni vab skid vy nobed Tibeli as im	e notery public, in and fair wife, personally known ing instrument, appeared delivered the said instrument, including the release a	hd Hill cribed to the forego signed, seeled, and	Centify That Raymon Arre aubs at that they	1, the underst eferentia, be Hereby end Carletta M. person whose name s free and schrowledg free and voluntary act
		:00		STATE OF ILLINOIS
[1A32]	אורר אי אורר.	[seve]		Tale anomy
[1735]	TY W CHI	[3EVF]	mel	RAYMOND HILL
20862178	0 F 0 R ECCORS 590 M I K 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			

Filed for Record in the Recorder's Office of

प78

(08-S) WELLZE-ONH 15601 South Cicero Avenue MANUFACTURERS HANOVER MORTGAGE CORP PREPARED BY AND WHEN RECORDED, RETURN TO: PAT BABCOCK ļo m., and duly recorded in Book o, cjock to yeb 61 'G'V County, Illinois, on the

NOVEMBET

- 61 'G 'V

18

DOC: NO.

Show

18-27-11

GIVEN under my hand and Notatial Seal thin

works broken