

# UNOFFICIAL COPY

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State of Illinois

**Mortgage**  
4008629

File Case No:  
151-4891501-734

This Indenture, Made this 19TH day of MARCH, 1987, between  
RAM J. VOGELGESANG, SINGLE, NEVER MARRIED AND  
ARTHUR G. VOGELGESANG, MARRIED TO SUSAN E. VOGELGESANG Mortgagee, and  
INDIANA TOWER SERVICE, INC. Mortgagor, and  
a corporation organized and existing under the laws of THE STATE OF INDIANA  
Mortgagor.

**87156280** Mortgagee, and

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing date 1987, in the principal sum of  
SEVENTY THOUSAND FOUR HUNDRED AND 00/100 Dollars \$ 70,400.00

payable with interest at the rate of NINE AND 000/1000 per centum ( 9.000 %) ANNUUM on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in SOUTH BEND, INDIANA

and such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of  
FIVE HUNDRED SIXTY SIX AND 45/100 Dollars \$ 566.45  
on MAY 1 19 87, 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 APRIL 19 87

Now, therefore, the said Mortgagor, 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 Warranty 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

✓ FDI: 03-03-100-054-1399  
✓ ADDRESS: 1182 Middlebury, D-1  
Wheeling, Illinois 60090



*Majlsto*  
PREPARED BY:  
INDIANA TOWER SERVICE, INC.  
1111 PLAIN DRIVE, SUITE 101  
SCHALBURG, ILLINOIS 60173  
ATTN: KAREN E. FREESTON

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 securities 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.

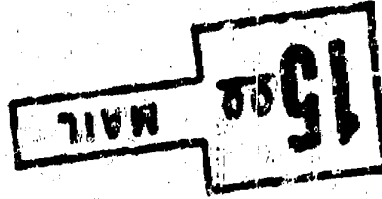
To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagee does hereby expressly release and waive.

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 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 Mortgagee in such forms of insurance, and in the amount, as may be required by the Mortgagee.

And said Mortgagee 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

This instrument is used in connection with mortgages insured under the one-to-four-family program of the National Housing Act which provide for possible mortgagee foreclosure payments.

871159280



Filed for Record in the Recorder's Office of Cook County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_

*John T. Gray*  
Mortgage

Know all men by these presents that the above named party of the first part, for and in consideration of the sum of \_\_\_\_\_ Dollars, to him in hand paid by the above named party of the second part, the receipt of which is hereby acknowledged, have granted, sold, conveyed, confirmed, released, quitclaimed, and otherwise assured unto the said party of the second part, his heirs and assigns forever, all that certain \_\_\_\_\_

Witness the hand and seal of the Mortgagee, the day and year first written.

*Arthur G. Vogelsang*  
Arthur G. Vogelsang  
Mortgagee

*John T. Gray*  
John T. Gray  
Mortgagee

DEPT-1 RECORDING  
TRACED TO THE SOURCE IN 50.00  
#252 # 13 # 2-15-11-10  
COOK COUNTY RECORDERS

87156250  
costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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 Mortgagor, who may make proof of loss if not made promptly by Mortgagee, 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 or 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.

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 the 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 declaring to insure said note and this mortgage, being deemed conclusive proof of such ineligibility, the Mortgagee or the holder of the note may, at his option, declare all sums secured hereby immediately due and payable.

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, become due and payable immediately.

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 suit 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 then be occupied by the owner of the equity of redemption, or a bona fide purchaser, 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 realized may be applied toward the payment of the indebtedness.

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.

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

If 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.



covered under the contract of insurance with the Society of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premium, as the case may be;

(1) premium charges under the contract of insurance with the Society of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premium, as the case may be;

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

(111) interest on the note secured hereby;

(1V) amortization of the principal of the said note; and

(V) late charges.

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. The Mortgagor 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 (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rent, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited to subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rent, 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 Mortgagee the amount necessary to make up the deficiency, on or before the date when payment of such ground rent, taxes, assessments, 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 Mortgagor shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) 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 begins the foreclosure proceedings after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at any other time, to the Secretary of Housing and Urban Development, for a public sale of the property in other, more advantageous, manner than that provided for in this mortgage. The balance then remaining to be paid shall be accounted for to the Mortgagor under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall hereinafter be made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness evidenced by this mortgage, the Mortgagor agrees to 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.

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 Mortgagee against loss by fire and other hazards, or which and contingencies in such amount and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provided for payments of which has not been made heretofore.

in case of the death or disability of the Mortgagor to make good payments on said mortgage, or to keep and maintain in good repair, the Mortgagee may pay such taxes, assessments, and interest premiums, when due, and may make such repairs as may be necessary for the proper preservation thereof, and may cause the same to be repaired and to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise provided for in the mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise provided for in the mortgage.

It is expressly provided, however, that the Mortgagor shall not be required to pay, discharge, or remove any tax, assessment, or 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 fact or the validity thereof by appropriate legal proceedings in a court of competent jurisdiction, which shall operate to extend the operation of the tax, assessment, or lien to cover the cost or forfeiture of the said premises or any part thereof, or to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That nothing 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this installment is insured or not insured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or

(b) If and so long as said note or even date and the interest are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(c) A sum equal to the ground rent, if any, rent due, the premium that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments now due on the mortgaged property (as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before each month prior to the date when such ground rent, premium, taxes and assessments will become due, such sum to be paid by the Mortgagor in full to pay said ground rent, premium, taxes and special assessments; and

(d) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

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LEGAL DESCRIPTION OF PROPERTY LOCATED AT:  
1182 MIDDLESBURY, D-1, WHEELING, ILLINOIS 60090

UNIT NO. 1-18-51-R-D-1 IN LEXINGTON COMMONS COACH HOUSE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND, BEING A PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MCHEERY ROAD, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL"), PORTIONS OF WHICH DEVELOPMENT PARCEL ARE DESCRIBED AS BEING LEXINGTON COMMONS UNIT 1 SUBDIVISION AND LEXINGTON COMMONS UNIT 2 SUBDIVISION, BEING SUBDIVISIONS OF PART OF THE NORTHWEST 1/4 OF SECTION 3, AFORESAID, ACCORDING TO THE PLATS THEREOF RECORDED JULY 28, 1978 AS DOCUMENT 24,557,934, AND MAY 23, 1979 AS DOCUMENT 24,972,383, RESPECTIVELY, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 22718, RECORDED DECEMBER 11, 1978 AS DOCUMENT 24,759,029 AS AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS, AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS.

Cook County Clerk's Office

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Property of Cook County Clerk's Office

FHA SECTION 234 (c)

"The mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."

"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed of Enabling Declaration) recorded on \_\_\_\_\_ in the Land Records of the County of \_\_\_\_\_ State of Illinois, is incorporated in and made of this mortgage (deed of trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Commissioner, the mortgagee, as its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."

"As used herein, the term "assessments", except where it refers to assessments and charges by the Association of Owners, shall mean "special assessments" by state or local governmental agencies, districts, or other public taxing or assessing bodies."

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent, or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Karl J. Vogelgesang SEAL  
KARL J. VOGELGESANG

Arthur G. Vogelgesang SEAL  
ARTHUR G. VOGELGESANG

SEAL

SEAL

STATE OF ILLINOIS )  
COUNTY OF LAKE ) SS:

I, JOHN T. CERRY, a notary public in and for the county and State forecoid, Do hereby Certify that Karl J. Vogelgesang and Arthur G. Vogelgesang, his wife, personally known to be the same person(s) whose name 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 th right of the homestead.

GIVEN under my hand and Notarial Seal this 14th day of April, A.D. 1962

John T. Cerry  
Notary Public

871522611



