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87189547
87139347

State of Illinois

Mortgage

File Case No.

131:4953406

FWMC# 296885

This indenture, made this 31ST day of MARCH .19 87, between
Vassilios W. Denaxas, A BACHELOR and Sarah A. Vazzano, A SPINSTER
First Western Mortgage Corporation of Illinois
a corporation organized and existing under the laws of ILLINOIS

Mortgagor.

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-Four Thousand Nine Hundred Fifty and NO/100ths----- Dollars \$ 64,950.00

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

540 North Court, Palatine, IL 60067

or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Four Hundred Ninety-Nine and 41/100ths----- Dollars \$ 499.41

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 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 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:

PARCEL 1:

UNIT 2, AREA 39, LOT 4, IN BARRINGTON SQUARE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1970 AS DOCUMENT 21323707 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTEnant TO THE ABOVE DESCRIBED REAL ESTATE AS DEFINED IN THE DECLARATION RECORDED JUNE 8, 1970 AS DOCUMENT 21178177 AND IN DECLARATION OF INCLUSION RECORDED FEBRUARY 3, 1971 AS DOCUMENT 21388236.

B.B.O

PERMANENT TAX ID NUMBER: 07-07-203-032 K

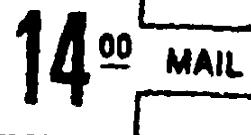
DEPT-A1 DEC 1988
T#4443 TRAV 1000 41.4000 15 1.00
#3748 # D 26 13-745417
COOK COUNTY 1988

COMMONLY KNOWN AS: 1988 Holbrook, Hoffman Estates, IL 60195

-87-189547

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 (i)) in accordance with the regulations for those programs.



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ANGELA WILSON

Parkway, IL 60067
853 North Court, Suite 250

FIRST WESTERN MORTGAGE CORP, OF ILL.

PREPARED BY AND MAILED TO:

at Office m., and duly recorded in Book of Page
County, Illinois, on the day of A.D. 19

Doc. No. Filed for Record in the Recorder's Office of

Notary Public
Notary Public, State of Illinois
NOTARY SEAL
A.D. 19 87
Given under my hand and Notarial Seal this
Date for the uses and purposes herein set forth, including the receipt and waiver of the right of homestead.
Person and acknowledged that *John D. Hertz* signed, sealed, and delivered the instrument before me this day in
person whose name is *Sarah A. Vazzano*, a *notary public*, known to me to be the same
and *John D. Hertz* (et al) That *John D. Hertz* is a *notary public*,
a *notary public*, in and for the county and State
of *Illinois*, at *Springfield*, *Illinois*, on *December 1, 1987*.

County of *Illinois*

State of *Illinois*

(SEAL) _____ (SEAL) _____

(SEAL) _____ (SEAL) _____

(SEAL) _____ (SEAL) _____

(SEAL) _____ (SEAL) _____

VASSILIOS W. DEMNAKS
Sarah A. Vazzano

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

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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 to 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 **SIXTY** 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 **SIXTY** 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.

As 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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The mortgagor shall, which the plotor Page 2 of 4 Approval of the Federal Housing Commissioner.

and rewards incentives shall be paid by the manager and
complaints of non-delivery or damage shall be referred to the
agent or distributor for investigation and adjustment.

and other hazard insurance companies covering the mortgaged property), plus taxes and assessments next due on the mortgaged property), plus premiums, taxes and assess-
to the date when such ground rents, premiums, taxes and assess-
ments are due by the number of months to elapse before one month prior

that the will keep the improvements now existing or hereafter erected on the mortgaged property, unrued as may be required.

That together with, and in addition to, the monthly payments of principal and interest paid under the terms of the note accrued hereunder, 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 as **Additional Security** for the payment of the indebtedness
alleviated the Majorabge does hereby assent to the foregoing all
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

And the said Major General further countersigns and agrees as follows:
That privilege is reserved to [P] the debt in whole or in part on
any instrument due date

According to the practice taken concerning in the funds accumulated under subscription (or) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

of removing any tax assessment, or tax lien upon or against the
permises described herein or any part thereof or the improvement
situated thereon, so long as the taxpayer shall, in good faith, con-
tact the same at the earliest opportunity before filing pro-
ceedings brought in a court of competent jurisdiction, which shall
cease to operate to prevent the collection of the tax assessment, or lien to
conferred and title to the property of the ward premises or any part
thereof to satisfy the same.

shall not be required nor shall it have the right to pay, discharge
mortgage to the contrary notwithstanding, that the Mortgagor
in its express) provided, however (all other provisions of this
Mortgage) the sake of the mortgaged premises, if not otherwise paid by the
debtors, secured by this mortgage, to be paid out of proceeds of
monies so paid or expended shall become so much additional in
any amount necessary for the proper preservation thereof, and
which relates to the property herein mortgaged as in its discretion it
assessments, and insurance premiums, when due, and may make
payments in good faith, the Mortgagor may pay such taxes,

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for insurance of the property or of the proceeds of the insurance, the Mortgagor shall be credited on subsequent payments to be made by the Mortgagor, or reduced to the Mortgagor, if, however, the mortgagor shall be credited on subsequent payments to be made by the Mortgagor such excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is delinquent, at the rate of interest, plus costs, and attorney's fees, which shall be determined by the court in accordance with the law.

which is to accrue to said premises, to pay to the mortgagor, as heretofore provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or of assessments, which 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 stand in default, interest, and in such amounts as may be required by the instrument, and in such amounts as may be required by the law.

(iii) Amortization of the principal of the said note; and
(iv) interest on the note secured thereby;

(1) 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 Mortgagor each month in a single payment to be applied by the Mortgagor each month in the order set forth.

(2) Ground rents, if any, taxes, special assessments, fire, and other taxes and insurance premiums.

to have and to hold the above described premises, with the appurtenances and fixtures, unto the said Mortgagor, until the appurtenances and fixtures, unto the said Mortgagor, until the and assent, forever, for the purposes and uses herein set forth, free and assent, 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 to said Mortgagor does hereby expressly release and waive.