

MORTGAGE

This form is used in connection with mortgages insured under the one-to-four-family provisions of the National Housing Act.

131: 5011029-703

81,812.00

87202794

THIS INDENTURE, Made this 1st day of April 10, 1987 between Patrick R. Collins and Nancy K. Collins, His Wife Mortgagor, and LUMBERMEN'S INVESTMENT CORPORATION, a corporation organized and existing under the laws of Texas, 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 Eighty One Thousand Eight Hundred Twelve and 00/100 Dollars (\$ 81,812.00) payable with interest at the rate of Ten per centum (10.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Austin, Travis County, Texas, 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 Seven Hundred Forty Three and 44/100 Dollars (\$ 743.44) on the first day of June, 1987 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 May, 2012.

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:

Lot 9 in Block 2 in Streamwood Green Unit number 6, being a Subdivision of part of the east 1/4 of the north west 1/4 of Section 24, Township 41 North, Range 9, East of the third principle meridian, according to the plat thereof recorded February 23, 1984, as Document 26 980 571, in Cook County, Illinois.

P.I.N. #: 06 24 117 009 DEO WM
125 Acres of Streamwood
Document Prepared By: David Carver
Send to: NIC
5100 Poplar Ave. #200
Memphis, Tn. 38137
ATTN: Marketing

87202794

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.

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 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 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 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.

Box 158

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Property of Cook County Clerk's Office

-87-20279-

DEPT-01 \$15.00
T#0003 TRAN 2961 04/16/87 11:03:00
#7457 * C * -87-202794
COOK COUNTY RECORDER

8720279A



1500

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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 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.

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 or 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 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.

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

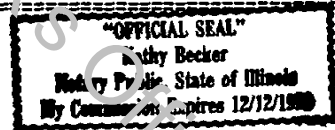
Patrick R. Collins 4-10-87

Patrick R. Collins

Nancy K. Collins

Nancy K. Collins

STATE OF ILLINOIS)
COUNTY OF Kane) SS:



I, The undersigned, a notary public, in and for the County and State aforesaid, Do Hereby Certify That Patrick R. Collins & Nancy K. Collins, his wife

personally known to me to be the same persons 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 their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and Notarial Seal this 10th day of April A. D. 1987

Kathy Becker

Notary Public

DOC. NO. Filed for Record in the Recorder's Office of
at o'clock County, Illinois, on the day of A. D. 19
m., and duly recorded in Book of Page

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AND IN THE EVENT THAT THE WHOLE OF SAID DEBT IS DECLARED TO BE... AND UPON THE MAKING OF ANY SUCH PAYMENT, THE MORTGAGEE SHALL HAVE THE RIGHT IMMEDIATELY TO REVOKE THIS MORTGAGE...

THE MORTGAGOR FURTHER AGREES THAT SHOULD THIS MORTGAGE AND THE NOTE SECURED HEREBY BE PAID IN FULL... AND THE MORTGAGOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SUCH TAXES...

AND AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS... THE MORTGAGOR HEREBY ASSIGNS TO THE MORTGAGEE ALL THE RIGHTS, ISSUES, AND PROFITS NOW DUE OR WHICH MAY HEREAFTER BECOME DUE...

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 GROUND RENTS, TAXES, AND ASSESSMENTS...

- (I) Ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
(II) Interest in the note secured hereby; and
(III) Amortization of the principal of the said note.

AND THE SAID MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS: THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR IN AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS ON THE PRINCIPAL THAT ARE NEXT DUE ON THE NOTE...

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MORTGAGE RIDER

The Rider, dated the 10th day of April, 1987, amends the Mortgage of even date by and between

Patrick R. Collins and Nancy K. Collins, his wife, the Mortgagor, and LUMBERMEN'S INVESTMENT CORPORATION, the Mortgagee, as follows:

1. In Paragraph Number 1 the sentence which reads as follows is deleted:

"Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

2. Paragraph Number 1 is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

3. The following new paragraph is added to such deed of trust:

"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 a 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 execution of this mortgage or 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."

IN WITNESS WHEREOF, The Undersigned

has set his hand and seal the day and year first aforesaid.

Patrick R. Collins 4-10-87 (SEAL) _____ (SEAL)
Patrick R. Collins

Nancy K. Collins 4-10-87 (SEAL) _____ (SEAL)
Nancy K. Collins

Signed, sealed and delivered in the presence of

Matthew Baker