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State of Illinois

Mortgage

87329525 1525
240929-9

PMA Case No

131-4949794-703

14 00

This Indenture, made this 22ND day of MAY 1987, between CHARLES E. HOLT, DIV. NOT REMARR. AND LORETTA YOUNG-GILBERT, DIV. NOT REMARR. Mortgagor, and THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA. 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 FIFTY SEVEN THOUSAND NINE HUNDRED AND NO/100 Dollars is 57,900.00 payable with interest at the rate of TEN AND ONE HALF per centum 10.500 % per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 4242 NORTH HARLEM, NORRIDGE, ILLINOIS 60634, 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 FIVE HUNDRED TWENTY NINE AND 63/100 Dollars (\$ 529.63) on the first day of JULY 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 JUNE 2017.

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:

LOT 22 IN BLOCK 2 IN CEPEK'S SUBDIVISION BEING A RESUBDIVISION OF (EXCEPT THE NORTH 1/2 OF THE NORTH 1/2) THE EAST 1/2 OF THE SOUTH EAST 1/4 INCLUDING THE VACATED STREET THEREIN IN SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

20-35-415-015-0000

COOK COUNTY, ILLINOIS
TOWN OF CHICAGO

1987 JUN 17 PM 12:43

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HBD
LW

COMMONLY KNOWN AS: 1504 EAST 86TH PLACE
CHICAGO, ILLINOIS 60619

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

Previous edition may be used
until supplies are exhausted

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HUD-92116-M.1 (9-88 Edition)
24 CFR 203.17(a)

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Cook County Clerk's Office

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ATTN: R. TYNAN

87-29525

~~CHARLES E. HOLT/DIV. NOT REMARR.~~

the authorship of the "Meditations" to the year 1611, and that of the "Sonnets" to 1616.

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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 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 **45** days from the date hereof (written statement of an officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the **45** days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligiblety), 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 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 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 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 suit, 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 money 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 Mortgagor 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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That He Will Keep the Impoverished now Existing or hereafter
berefted on the Mortgaged property, Insured as may be required
from time to time by the Mortgagor
hazards, casualties and contingencies in such amounts and for such
periods as may be required by the Mortgagor and will pay prompt
days, when due, any premiums on such insurance for pay-
ment of which has not been made hereinafter. All insurance shall
be carried in companies approved by the Mortgagor and the
policies and renewals shall be held by the Mortgagor and the
chase attached thereto less payable clauses in favor of and in form
immediate notice by mail to the Mortgagor, who may make proof

And as Additional Security for the payment of the independence
allowances the Moratorium does hereby assign to the Morabagie all
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

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, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or referred to the Mortgagor if, however, the Mortgagor has been delinquent.

Any defalcations in the amount of any such after-legal monthly payment shall, unless made good by the Attorney before 10 the due date of the next such payment, constitute an event of default under this mortgage. The Attorney may collect a "late charge" more than fifteen (\$15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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

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

(h) interest on the note secured hereby;

(i) attorney's fees;

(j) the costs of collection;

(k) the principal of the note.

(b) All PDI payments mentioned in the preceding paragraph shall be added together and the aggregate amount thereof shall be paid by the Administrator to the following items in the order set forth in this section:

PUP 'SQUADRON' PROADS

estimated by the number of months to elapse before one month prior to the date when such premium rates, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and assessments in trust to pay said ground rents, premiums, taxes and

(d) A sum equal to the ground rents, if any, next due, plus the premiums that will arise before 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 above.

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 Mortgaggee, on the first day of each month until the said note is fully paid, the following sum:

And the said Xerxes agrees further to give his assent to the following conditions and agreements as follows:

That he will promptly pay the principal of and interest on the undebatedness evidenced by the said note, at the times and in the manner theretofore provided by the said note, at the times and in the whole or in part on any installment due date.

it is expressively provided, however, that all other provisions of this instrument shall not be rendered null or void by the right to pay, discharge, or remit any tax, assessment, or tax lien upon or against the instrument or the counterparty thereto, and that it shall not be deemed to have the right to pay, discharge, or remit any tax, assessment, or tax lien upon or against the instrument or the counterparty thereto, if the instrument is not otherwise validly issued.

In the case of the refusal of the *Administrator* to make such premises, or to satisfy any prior lien or interest, or to keep said premises, or to pay assessments on said premises, or to keep said premises in good repair, the *Administrator* may pay such taxes, and sue therefor in his own name, and recover the same from the *Administrator*, and the *Administrator* shall be liable to the *Administrator* for all expenses, and the *Administrator* may sue for the same.

hereinafter provided, until said note is fully paid, [¶] a sum suffi-
cient to pay all losses and assessments on said premises, or any tax
or assessment that may be levied by authority of the State of Ill-
inois, or of the county, town, village, or city in which the said
land is situated, upon the ownership, taxes, or account of the ownership
hereof, [¶] a sum sufficient to keep all buildings that may be an-
other of, [¶] a sum sufficient to cover all expenses that may be re-
quired to be paid and premiums due upon the continuation of said in-
defeasibility, measured for the benefit of the defeasance in such forms
and in such manner, and in such amounts as may be required by the
defeasance, and in such amounts as may be required by the

be done, upon said premises, during the time that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, nor to suffer any loss of mechanics men or material men to which to said premises, to pay to the Mortgagor, as

to the same and to hold the above described premises, with the appurtenances and fixtures, unto the said Mortgagor, his successors and assigns, forever, for the purposes and uses herein set forth, free and clear of all rights and interests, unto the said Mortgagor, his successors and fixtures, in and about the State of Illinois, which said land is commonly known as the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive