

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 (c)) in accordance with the regulations for those programs

Together with all and singular the tenements, hereditaments and appurtenances thereto 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

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D/P-41 RECORDING \$15.00
#183279 #-37 573078
BOOK COUNTY RECORDER

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This document is being re-recorded for the purpose of corrected Notary Seal attached to Mortgage.

The mortgage shall, with the prior approval of the federal housing commission or its delegate, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property in which this mortgage is placed is sold, transferred, conveyed, or otherwise disposed of, or if the mortgagee or assignee of the mortgagee shall, at any time, fail to pay to the mortgagor or his assigns, within the time specified in the mortgage, any sum of money which is due and payable by the mortgagor or his assigns to the mortgagee or his assigns in accordance with the requirements of the mortgage.

BOX 335

and the State of Illinois, to wit:

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,

12965088

on the first day of NOVEMBER, 19 20

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

Dollars \$ 618.00

SIX HUNDRED EIGHTEEN AND 00/100

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

per centum (11.5000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

payable with interest at the rate of SEVEN AND ONE HALF

date herewith, in the principal sum of SIXTY TWO THOUSAND FOUR HUNDRED EIGHTY SEVEN AND

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even

Mortgagee: MORTGAGEE

Mortgagor, and

This Indenture, made this 28TH day of OCTOBER, 19 20, between

Mortgage State of Illinois

EM COLDWELL BANKER TITLE SERVICES, INC.

0178488B

Form with fields for recording information

Mortgage

State of Illinois

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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, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt-ly, when due, any premiums on such insurance provision for pay-ment of which has not been made hereinafter. 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 Mortgagee, who may make proof

And as Additional Security for the Payment of the Indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee 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 Mortgagee further covenants and agrees as follows: That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. 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 Mortgagee 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 herefor 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

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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 to said Mortgagee does hereby expressly release and waive.

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 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 situated, upon the Mortgagee or 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 Mortgagee 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 Mortgagee.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, discharge, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee shall, in good faith, conduct the same or the validity thereof by appropriate 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 to satisfy the same.

And the said Mortgagee further covenants and agrees as follows: That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

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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 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 situated, upon the Mortgagee or 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 Mortgagee 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 Mortgagee.

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special assessments; and

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Whenever the said mortgage 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 mortgage, 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 mortgage; lease the said premises, 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 heretofore 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 stationery, 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 actions, advertising, sale, and conveyance, including attorneys' fees, and stationery, 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 advance 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 mortgagee.

If the Mortgagee 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 the mortgagee will, within thirty (30) days after written demand therefor by the mortgagee, execute a release or satisfaction of this mortgage, and the mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by the 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 mortgagee shall operate to release, in any manner, the original liability of the mortgagee.

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. However used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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 mortgagee 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 mortgagee 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 mortgagee to the mortgagee and shall be paid forthwith to the mortgagee to be applied by it on account of the indebtedness secured hereby, whether or not.

The Mortgagee Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within 90 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 90 days time from the date of this mortgage, declining to insure said note (1) the mortgagee being deemed conclusive proof of such eligibility declare all sums secured hereby immediately due and payable, to wit: the mortgagee or the holder of the note may, at its option, notwithstanding the foregoing, this option may not be exercised by the mortgagee when the eligibility 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 or 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 mortgagee, or any party claiming under said mortgage, 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.

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Property of Cook County Clerk's Office

Doc. No. Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 19

Given under my hand and official seal this 28th day of OCTOBER A.D. 19 87 Notary Public

BRIDGET JENNINGS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/16/90

THE UNDERSIGNED DOMINICK F. SCOLA (MARRIED TO ANGELA M. SCOLA) his wife, personally known to me to be the same and FERDINANDO SCOLA (MARRIED TO NATALINA SCOLA) subscribed to the foregoing instrument, appeared before me this day in person whose name ARE 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 the right of homestead.

State of Illinois County of COOK

ANGELA M. SCOLA, who executes this mortgage FOR THE SOLE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD RIGHTS. DOMINICK F. SCOLA DOMINICK F. SCOLA NATALINA SCOLA, who executes this mortgage FOR THE SOLE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD RIGHTS. FERDINANDO SCOLA

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

UNOFFICIAL COPY

Parcel 2: Basement for ingress and egress over Out Lots 1 and 2, in New Salem Units 1, 2, 3 and 4, appurtenant to Parcel 1 as set forth in the Hartford Square Declaration of Covenants, Conditions and Restrictions recorded November 19, 1982 as Document 26,417,658, in Cook County, Illinois.

Parcel 1: Lot 69 in New Salem Unit 4, being a subdivision of part of the Southwest 1/4 of Section 29, and part of the Southeast 1/4 of Section 30, all in Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat of Subdivision recorded March 9, 1983, as Document Number 26,530,718, Certificate of Correction recorded June 14, 1983, as Document 26,641,887, in Cook County, Illinois.

Property of Cook County Clerk's Office

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

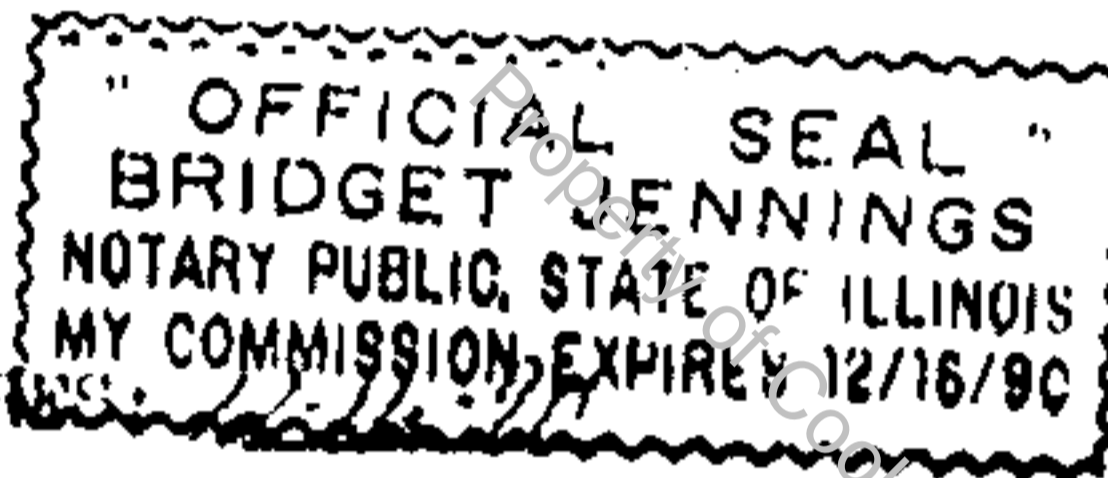
88059621

STATE OF ILLINOIS

COUNTY OF COOK

I, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THE ANGELA M. SCOLA, MARRIED TO DOMINICK F. SCOLA, AND NATALINA SCOLA, MARRIED TO FERDINANDO, 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 THE RIGHT OF HOMESTEAD.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 28TH DAY OCTOBER, A.D. 1987



Bridget Jennings

NOTARY PUBLIC

COMMISSION EXPIRES:

Cook County Clerk's Office

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DEPT-01 RECORDING \$16.00
TRN 2335 02/09/88 10:46:00
*5761 # 3 * - 88 - 059621
COOK COUNTY RECORDER

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16.00