CMC #106010-2

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This Indenture, Made this

29th

day of

August

19 89, between

Brian Elsbernd, a Bachelor and Cheryl Levine, a Spinster-----, Mortgagor, and Crown Mortgage Co.------

(v) a corporation organized and existing under the laws of (c) Mortgagee.

the State of Illinois

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 Ninety Five Thousand and No/100ths------

(\$95,000.00---)

Dollars

on the first day of October, 1989, and a like sum of 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

September 1 20 19

Now, therefore, the said Mortgagor, for the better ecuring of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, dres 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 6 in Block 41 in Westwood being Mil's and Sons' Subdivision in the West Half (1/2) of Section 25, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

7939 Oakleaf, Elmwood Park, Illinois 60635 Real Estate Tax No. 12-25-300-006-0000

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Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the tents, 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 matter, right, titte, 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 Mortgagec, as hereinafter provided, until said note is fully paid, (!) 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.

This form is used in connection with mortgages innured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.

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sion for payment of which has not been made hereinbelore. pay prompily, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such uniounts and from time to tune by the Mortgagee against loss by live and erected on the mortgaged properly, insured as may be required That he will keep the linprovements now existing or hereafter

become due for the use of the premises hereinabnye described. the tents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all

And as additional security for the payment of the indebtedness been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have

blue inhau bingan gniniamer nach lugioning to toucome ach teninga -under subsection (b) of the preceding on agraph as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, of the time of the commenceof this mortgage resulting in a public sale of the premises covered paragraph, il there shall be a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding Development, and any balance remaining in the funds ac-

become obligated to pay to the Secretary of Housing and Urban tion (a) of the preceding paragraph which the Mortgagee has not the Mottgagit all payments made under the provisions of subsecputing the emount of such indebtedness, credit to the account of decreames represented thereby, the Mortgages shall, in comor the note secured hereby, full payment of the entire in-

shall tender to the Mortgagee, in accordance with the provisions insurance premiums shall be due, if at any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance Masisillus ad ion lishe dquiganaq anibassiq ani io (di noissauza

however, the monthly payments made by the Murigagor under the case may he, 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 refunded to the Mortgagor, if, ground rents, taxes, and assessments, or insurance premiums, amount of the payments actually made by the Mortgagee for subsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

expense involved in handling delinquent payments. ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (51) for each payunder this mutigage. The Mortgagee may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly

- (V) late cliarges,
- (VI) smortization of the principal of the said note; and (III) interest on the note secured hereby;
 - other hazard insurance premiums;
- (II) ground rents, if any, taxes, special assessments, fire, and
- charge (in lieu of mortgage insurance premium), as the case may. Secretary of Housing and Urban Development, or monthly
- (1) premium charges under the contract of insurance with the

the order set lorth: ni emesi gniwollul ett tit ebgagge tu the fullwing iteme in single a ni finom doss rougagnold sitt yd bieg od llada loensill secured hereby shall be added together and the aggregate amount

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

special assessments; and

Mottgagec in itust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgages) less all sums already paid

eily, plus taxes and assetsments next due on the mortgaged prop--dorq bagagirom and gainever covering the mortgaged propthe premiums that will next become due and payable on policies (b) Asum equal to the ground rents, if any, next due, plus

definduencies or prepayments;

balance due on the note computed without taking into account (IVI2) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-tweltth ment, a monthly charge (in lieu of a mortgage insurance

ment are held by the Secretary of Housing and Urban Develop-(II) It and so long as said note of even date and this instru-Act, as amended, and applicable Regulations thereunder; or ing and Urban Development pursuant to the National Housing. holder with funds to pay such premium to the Secretary of Housnual mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Ma-(I) If and so long as said note of even date and this instru-

by the Secretary of Housing and Urban Development, as follows; charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly -urismi sidi ili mulmorq sonatusni ogagitom ikon ali taq ot spini

An amount sufficient to provide the holder hereof with isiune Buimojinj

first day of each month until the said note is fully paid the secured hereby, the Mortgagor will pay to the Mort aree, on the of principal and interest payable under the terms of the note That, together with, and in addition to, the monthly payments

on any metallment due date.

That privilege is reserved to pay the dep in whole, or in part,

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And the said Mortgagor further covenants and agrees as

premises or any part the col to satisfy the same. ment, or lien so contrated and the sale or forfeiture of the said which shall operate to prevent the collection of the tax, assesslegal proceedings brought in a court of competent jurisdiction, faith, contest, the same or the validity thereof by appropriate ments situated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the shill not be required not shall it have the right to pay, discharge, morigage to the contrary notwithstanding), that the Morigagee it is expressly provided, however (all other provisions of this

third by the Mortgagor, proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of mity moneys so paid or expended shall become so much addiif inny decin neuessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessitionis, and meurance premiums, when due, and may make said premises in good tepair, the Mortgages may pay such taxes, than that for taxes or assessments on said premises, or to keep such payments, or to satisfy any prior lien or incumbrance other In case of the retusal or neglect of the Morigagor to make

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 layor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof 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.

The if the premises, or any part thereof, be condemned under any posts 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 independences upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgage and shall be paid forthwith to the Mortgager 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 inder the National Housing Act within MINETY DAYS 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: MINETY DAYS days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagoe or the holder of the note may, at its 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, 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 solveney 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 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 neme 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 mortsage and be paid out of the proceeds of any sale made in pursuage; of any such decree: (1) All the costs of such suit or suits, advert sing 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 hereos, from the time such advances are made; (3) all the accrued by the feet remaining unjoid on the in debtedness 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 Mortgreer.

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 not 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 Morrgagee to any successor in interest of the Morrgagor shall operate to release, in any manner, the original liability of the Morrgagor.

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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Attached to and made a part of the PNA Mon	rtgage dated <u>August 29th</u> 19 89 ,
between Crown Mortgage Co., mortgagee and	Brian Elsbernd, a Bachelor and Cheryl
Levine, a Spinster	as mortgagor
The mortgages shall, with the prior appro-	val of the Pederal Rousing Commissioner,
or his designed doclare all sums secured	by this mortgage to be immediately
due and payable ir all or a part of the p	roperty is sold or otherwise transferred
(other than by devise, descent or operati	on of law) by the mortgagor, pursuant
to a contract of sale executed not later	than 12 months after the date on which
the mortgage is executed, to a purchaser	whose credit has not been approved in
accordance with the requirements of (the) C	commissioner. (If the property is not
the principal or secondary residence of &	he mortgagor, "24 months" must be
substituted for "12 months.")	
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Buan Walrernd	Chery Horne
Brian Elsbernd, a Bachelor	Cheryl Levine, a Spinster

Brian Elsbernd, a Bachelor

Revised: March 4, 1989

Property of Cook County Clerk's Office