72-26-685 3

State of Illinois

89522838

Mortgage

1500

712877-8

131: 5888294-703

This Indenture, made this 25TH	day of OCTOBER	. 19 89 between JAMES J. DONN	ielly
AND DELORES DONNELLY, HIS WIFE- DOLORES N.C.		, Mo	rtgagor, and
FLEET MORTGAGE CORP			
a corporation organized and existing under the la	ws of THE STATE OF RHOD	E ISLAND	
Mortgagee			
Witnesseth: That whereas the Mortgagor is judate herewith, in the principal sum of EIGHTY	TWO THOUSAND ONE HUND	RED FIVE AND NO/100)0
payable with interest at the rate of NINE AND	ONE HALF		
per centum (9)%) per annum on t	he unpaid balance until paid, and i	made payable to the order of the Mortgagee at	t its office in
MILWAUKEE, WISCONSIN			, or
at such other place as the holder may designate in v			
SIX HUNDRED NINETY AND 38/100			
		Dollars (\$690.38	
		and every month thereafter until the note i	s 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 NOVEMBER	•
20 19 .	C		
Now, Therefore, the said Mortgagor, for the bett	er securing of the payment of the sa	nd principal sum of money and interest and the	performance
		- 4 Wassest water the Management at a succession	

of the covenants and agreements herein contained, does by the covenants Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being iti the county of -----COOK-------and the State of Illinois, to wit:

THE EAST 72 FEET OF THE EAST \(\) OF THAT PART LYING EAST OF THE WEST 33 FEET AND WEST OF THE EAST 33 FEET THEREOF OF THE SOUTH \(\) OF THE SOUTH \(\) OF THE WEST \(\) OF THE NORTHEAST \(\) OF THE SOUTHEAST \(\) OF THE NORTHWEST \(\) OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

CRA 2100 7204 JUNION at set Million at set of

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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 Mousing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (ii) in accordance with the regulations for those programs.

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Page 4 of

	T MORTGAGE CORP.	797 5765
00/C	\$0-886% •	:Og
ounty. Himoss, on the	m. and duly recorded in Book	at oʻclock
The state of the s	"OFFICIAL SEAL" Finds short Rudolph finds y Fucial Millinois finds y Fucial Millinois	Given un Boc. No.
subscribed to the igned, sealed, and delive	Do Hereby Certify That JAMES J. I OLORES DONNELLY, HIS WIFE sec name ARE secknewlyged that THEY	aloresaid, and and person who supports the person and person and
	СООК	State of III County of
DOPONE DOPONE OFFORES	S & DONNETTS	луке /
7. Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	OUNUELLY Sold in the Recording the rel OUNUELLY OUNUELLY OUNUELLY OUNUELLY	COOK TABLE RUDOLPH See name ARE

To Have and to Hold the above described premises will 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 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 II linois, 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 unificient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the lienefit of the Mortgagee in such forms of insurance, and in such ar jounts, 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 to incumbrance other than that for taxes or assessments on said premises or to keep said premises in good repair, the Mortgagee may by such taxes, assessments, and insurance premisims, when due, that 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 in debtedness, secured by this mortgage, to be paid out of provides of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however tall other provisions of this mortgage to the contrary notwithstanding, that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, con test 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 Mortgagor further covenants and agrees as follows.

That 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 Mortgagor will pay to the Mortgagoe, 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 tall as estimated by the Mortgageet less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assess-

replies will be only or higher the property such sums to be held by Mortgagee in trust to pay said ground rents, premiums, takes and special assessments; and

- (b) 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 Mortgagoe to the following items in the order set forth:
- (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note, and
- Gr) late charges

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (40) for each dollar (\$1) for each payment more than lifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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 Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mort gagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents. taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accor-Cance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall I in cocumuling the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage or ming in a public sale of the premises covered hereby, or if the Managages acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commence ment of such proceedings or to the time the property is otherwise acquired, the balance then two aiming in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and profits now due or with a may hereafter become due for the use of the premises hereinabove described.

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 payment of which has not been made hereinbefore. 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 Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

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The Covenants Hereia Contained shall bind, and the benefits and advantages shall muse, to the respective bene, executors, administrators, successors, and assigns of the parties hereio. Wherever used, the singular number shall include the piural, the plural the singular, and the massivine gender shall include the feministration.

It is Expressly Agreed that no extension of the time for pay ment of the debt hereby secured given by the Mortgages to any successor in interest of the Mortgages shall operate to release, in manner, the original hability of the Mortgagos

unpaid on the indebtedices hereb) secured; and (4) all the said principal money tematings anyas d. The overplus of the proceeds of the Said; in any, shall them be said to the Mortgagor and the Mortgagor shall be and shall abide by, owney with, and duly per veyance shall be and shall abide by, owney with, and duly per veyance shall be and shall and succeeding hirsen then the contract overants and agreements hirsen then the contract written demand therefor by Mortgagor execution of the mortgage, and Mortgagor feeting a waives the benefits of all statutes or tawn which require the contract of all statutes or tawn which require the benefits of all statutes or tawn which require the benefits of all statutes or tawn which require the benefits of all statutes or tawn which require the

And There Shall be Included in any decree foreclosing this provigage and be paid out of the proceeds of any such decree (1) All the costs of such such decree (1) All the costs of such such such decree (1) All the costs of such such such such such sort of said conveyance, including attorneys of said conveyance, including attorneys of said abstract and elamination of title. (2) all the moneys alternated better (1 any 1 of the put at the moneys alternated better (1 any 1 of the put at the rate set form in the more secured hereb). It will the put such advances are moneyselvent in the more secured interest on such advances are money formed interest temaining unpaid on the indebted (2) better) secured interest temaining principal money temaining anys d. The overplus of the proceeds of the said, if any, shall then be taked to the Aloriesary.

Ragger in any court of law or equity, a reasonable sum shall be solved by said Mort gages in any court of law or equity, a reasonable sum shall be solvented by fees, and stenographer? I ees of the solvented by reaching, and also for all outlays for other sum, or legal proceeding, and also for all outlays for other sum, or legal proceeding, wherein the Mortgager shall be shared or coloring, or legal proceeding, wherein the Mortgager shall be expense, and the reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney we obtained of the Mortgager, so made parties, for services in the solvented of the Mortgager, so made parties, for services in the said premoes under this mortgage, said all such expenses in the said premoes under this mortgage, and all such expenses and be allowed in any decree foreelosing this mortgage.

Whenever the said Mortgages shall be placed in preservation of the propertities above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent said premises, the said Mortgages, in its discretion, may; keep the assignments as may be due on the said premises, pay to be current or back taxes an institution such insurance in such amounts as shall have been tended by the Mortgages, lease the said premises, pay, for and quinced by the Mortgages, lease the said premises, pay, for and quinced by the Mortgages, lease the said premises to the Mortgages on the said premises, on the Mortgages, lease the said premises to the Mortgages of the pennies in such recents, conditions, culture within the proposed of redemption, as are approved by the Mortgages of the premises hereinabove described, and employ other persons and expend used such amounts as are reappoint of the premises hereinabove described, and employ other persons and expend used such amounts as are reappoint of the premises hereinabove described, and employ other persons and expend used such amounts as are reappoint of the premises hereinabove described, and employ other persons and expend used such amounts as are reappoint of the persons of the premises hereinabove described, and employ other

nt of the indebtedness, costs, taxes, insurador, and other source, and profits when collected may be applied toward the during the full statutory period of redemption, and such ney of such foreclosure sunt and, in case of sale and a defitithe rents, trues, and profits of the said premises during the int a receiver for the benefit of the Mortgages with power to ruler placing the Mortgagee in possession of the premises, or ne owner of the equity of redemption, as a homestead, enter e of said premises or whether the same shall be then occupied 188877 in possession of the premises and without regard to the incations for appointment of a receiver, or for an order to place ment of the indebtedness secured hereby, at the time of such solvency or insolvency of the person or persons liable for the y party clamming under said Mortgagor, and without regard to fore of after sale, and without notice to the said Mortgagor, or sure in which such bull is filed may at any tune thereafter, either its mortgage, and upon the filing of any bill for that purpose, the ue, the Mortgagee shall have the right immediately to forcelose And In The Event that the whole of said debt is declared to be

is the Event of default in making any monthly payment protated for herein and in the note secured hereby for a period of fairty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein supulated, then the whole of said principal sum remaining unpaid together with accrued in terest thereox, shall, at the election of the Mortgages, without notice, become immediately due and payable.

time from the date of this mortgage, declining to insure 52 d note from the date of this mortgage, declining to insure 52 d note and the mortgage being decimed conciuure proof of such incligability), the Morgagee or the holder of the note may, as passable Actual all sums secured hereby immediately due and extended by the Morgagee when the incligability for insurance exterded by the Morgagee when the incligability for insurance under the Morgagee when the incligability for insurance under the Morgagee insurang Act is due to the Morgagee's failure to remit the morgage insurance premium to the Department of Housing and Undan Development

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That it the premises, or any part thereof, be condemned under damage, proceeds, and the consideration for sequined tor a public use, the three consideration for such acquisition, to the full amount of indebtedness upon this Mortgage, and the Nortgage and the Mortgages and shall be part forthwith to the Mortgages and shall be part forthwith to the Mortgages and shall be part forthwith to eccured hereby, whether is a secount of the indebtedness eccured hereby, whether is on account of the indebtedness.

of loss if not made promptly by Mortgagor, and each insurance come, any concerned is hereby authorized and directed to make pay Mortgagor, and the Mortgagor and the Mortgagor and the Mortgagor and the Mortgagor of the Mortgagor and the Mortgagor and the insurance proceeds, or any pair thereof, may be applied by the Mortgagor at its option removation of the indebtedness hereby secured or to the reduction of the indebtedness hereby secured or to the property in event of the mortgagor or other transfer of title for the mortgagor property in event of the mortgagor or other transfer of title to the mortgagor inging, title and interest of the Mortgagor or other mortgagor or other paying the mortgagor or other transfer of title mortgagor.

Policies and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaset or granter.

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The Lender shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Security Instrument to be immediately due and payable if all or a part of the property is sold or otherwise transferred (ourse) than by devise, descent or operation of law) by the borrower, pursuant to a contract of sale executed not later than 12 months (24 months if the property is not the principal or secondary residence of the borrower) after the date on which the Security Instrument is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Borrower

JAMES J. DONNELLY

Borrower

DELORES DONNELLY, HIS WIFE

B.L.