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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 Mortgagor. 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.

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 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 day's time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee 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 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 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 Mortgagor; 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 proceeding, 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 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 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.

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That we will keep the improvements now existing at hereafter received on the more rapid prosperity, measured as may be required from time to time by the alteration of circumstances or such hazards, casualties and contingencies in such amounts and very promptly, when due, any premiums on such insurance proposed.

Add as additional security for the payment of the undeliverables
and some due for the use of the premises hereinafter described.

under subsection (b) of the preceding paragraph as a credit against and the amount of principal they remaining unpaid under said note and half property after any payments which shall have been made under subsection (a) of the preceding paragraph.

cumulative under the provisions of subsection (b) of the predecessor paragraph. It shall be a default under any of the provisions of this paragraph if there shall be a failure under any of the provisions of the predecessor paragraph. If the parties shall have agreed in a writing which is otherwise valid, the balance them remaining in the hands accumulated.

deserted areas received no such indemnities, the interchange shall, in consequence of the amount of such indemnities, credit to the account of the Secretary of the Interior.

premiums, as in the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgaggee any amount necessary to make up the deficiency, on or before the date when payment of such profound rents, taxes, assessments, or charges premiums shall be due. It is at any time the Mortgagor shall, under to the Mortgaggee, in accordance with the provisions of this note, execute hereby, full payment of the entire in-

Moreover, the monthly payments made by the Mortgagor under paragraph (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance

the sum of the payments actually made by the Mortgagor for taxes and interest, taxes, and assessments, or insurance premiums, as made by the Mortgagor, or recharged to the Mortgagor [13]

Any delinquencies in the amount of any such stipulated monthly payment shall make good by the Mortgagor prior to the due date of the next such payment, continuing in excess of default under this mortgage. The Mortgagor may collect a late charge of the principal sum made by the Mortgagor under this mortgage. The Mortgagor may collect a late charge of the principal sum made by the Mortgagor under this mortgage. The Mortgagor may collect a late charge of the principal sum made by the Mortgagor under this mortgage.

(A) late charges
(B) amortization of the principal of the said note; and
(C) interest on the note secured hereby;
(D) attorney's fees incurred in the collection of the same.

(ii) Secretary of Housing and Urban Development, or monolithic
Secretary of Housing and Urban Development, in lieu of mortgage insurance premium), as the case may
be;

(iii) ground rents, if any, taxes, special assessments, fire, and
other hazard insurance premium.

Secured hereby shall be added together and the aggregate to the following amounts in a single payment to be paid by the Mortgagee to the order set forth:

permium) which shall be in an amount equal to one-tenth
of 12) or one-half (1/2) per centum of the average outstanding
balance due on the note computed without taking into account
delinquencies or prepayments.

(ii) It had so long as said none of them died and this instrument
ment are held by the Secretary of Housing and Urban Develop-
ment, a monthly charge (in lieu of a mortgage insurance

usual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development, such premium to be used for carrying out the purposes of the National Housing Act, as amended, and applicable Regulations thereunder, or

(d) If I add so long as said note of eleven days date and that I have
paid him off the holder one ($\frac{1}{3}$) month prior to the due date the
amount Housing Act, as amended, sufficient to defranchise me in the
event the amount of the semiannual under the provisions of the New
England Housing Act.

(a) An amount sufficient to provide the holder, together with funds to pay his next mortgage instalment, if this instalment falls due before the note matures.

of premium and interest payable under the terms of the policy secured hereby, the Mortgagor will pay to the Mortgagor all fees, charges, expenses, taxes, costs, and other amounts due or to become due under the first day of each month until the said note is fully paid; the following sum:

Then, together with, and in addition to, the monthly summaries

TOMORROW
That privilege is reserved to pay the debt in arrears or in part
on any installment due date

And the said Mortgagor further covenants and agrees as follows:

means indicated thereon, so long as the *Mortgagor* shall, in good faith, consent to the sale of the *Collateral* referred to above, legal proceedings being brought in a court of competent jurisdiction,

mortgagee to the contrary notwithstanding), that the Mortgagor
shall not be required nor shall it have the right to pay, discharge,
or remit or any tax, assessment, or tax lien upon or against the
premises described herein or of any part thereof or the improve-
ments thereon.

If it is determined that there will be no further proceedings of this nature, the amount paid by the Attorney General will be deducted from the amount paid by the State of the sale of the mortgaged premises, if not otherwise provided under the instrument, secured by this mortgage, to be paid out to the holder immediately.

such repairs to the property) herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any money so paid or expended shall become so much add'd.

In case of the refusal or rejection of the mortgagee to make such payments, or to satisfy any prior lien of noncompliance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may pay such taxes, and premiums, and insurance premiums, when due, and may make assessments in good repair, the Mortgagor may pay such taxes, and premiums, and insurance premiums, when due, and may make

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8 89549555

State of Illinois

Mortgage

PW Case file:

1600-1630-1660-1680

The Infestation. Made this

July 19

, 19 , between

, Mortgagor, and

a corporation organized and existing under the laws of
Mortgagor.

Whereas: 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

Dollars (\$)

payable with interest at the rate of
per centum ()⁶ per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its
office in , 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

Dollars (\$)

on , 19 , 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 all interest, if not sooner paid, shall be due and payable on the first day of , 20 .

New, therefore, the said Mortagor, 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 and the State of Illinois, to wit:

895/8555

1945-11-17 87-547551
1945-11-17 87-547551

89549555

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 Mortgagor, 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; nor to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagor, 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 Mortgagor in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

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

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Doc. No.	Filed for Record in the Recorder's Office of	County, Illinois, on the day of	A.D. 19	
m., and duly recorded in Book				
of				
o'clock page				

I, the undersigned, Do hereby Certify That Scott M. Stegell, a Bachelor, a Notary Public, am and for the County and State
of Wisconsin, Do hereby Certify That Scott M. Stegell, a Bachelor, a Notary Public,
on whose name is submitted to the foregoing instrument, appears before me this day in person and acknowledged
the said, sealed, and delivered the instrument, appearing before me this day in person and acknowledged
the same set forth, including the recite and writer of the said instrument.
I, the undersigned, do seal and affix my Notarial Seal this 13th
day November A.D. 19 89.

Cathy & Cook

[SEAL]	[SEAL]

...and the last sentence of the message, the day and year first written.

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5 5 6 4 9 6 3

44051 (P-A9)

59549555

Parcel 3:
Agreement for Ingresa and egrexa for the benefit of Parcel 1 as set forth in
the Declaration of Covenants, Conditions, Restrictions and Easements dated
October 1, 1981 and recorded October 2, 1981 as document 26017894 and as created
by deed recorded as document 26017895.

Parcel 2:
Easement for the benefit of lot 25 of the right to maintain party wall as
established by Agreement between Edwin B. Sheldon and Heaton Owley recorded
August 11, 1892 as document 171554 in chat part of Lots 25 and 26 in Kintzele's
Addition afforded occupied by the West 1/2 of the party wall, in Cook County,
Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A"
to Chicago in Section 10, Township 39 North, Range 14 East of Third Principal
32, (except the East 14 feet of the subdivision of the West 394 feet of Block
aforenamed parcel of land, all in the subdivision of the West 394 feet of Block
the boundary lines projected vertically upward of the South 17.96 feet of said
slab of the 8 story building situated on said parcel of land) and lying within
City Datum (and which plane contains with the lowest surface of the roof
above a horizontal plane having an elevation of 118.13 feet above Chicago
plane having an elevation of 119.30 feet above Chicago City Datum and lying
lots 25 and 26), together with the property and space lying below said horizontal
center of the party wall of the building now standing the dividing line between
of lots 20 to 24 and lot 25 (except that part of lot 25 lying west of the
which in the boundaries projected vertically upward of a parcel of land comprised
story building situated on the parcel of land hereinbefore described) and lying
plane having an elevation of 119.30 feet above Chicago City Datum (and which
all of the property and space lying above and extending upward from a horizontal
of the following described real estate:

Units ~~one~~, in The Streeterville Center Condominium, as delineated on a survey
plan having an elevation of 119.30 feet above Chicago City Datum (and which
is also the lower surface of the floor slab of the ninth floor, in the 26
which in the boundaries projected vertically upward of a parcel of land comprised
of lots 20 to 24 and lot 25 (except that part of lot 25 lying west of the
story building situated on the parcel of land hereinbefore described) and lying
plane having an elevation of 119.30 feet above Chicago City Datum and lying
lots 25 and 26), together with the property and space lying below said horizontal
center of the party wall of the building now standing the dividing line between
of lots 20 to 24 and lot 25 (except that part of lot 25 lying west of the
which in the boundaries projected vertically upward of a parcel of land comprised
story building situated on the parcel of land hereinbefore described) and lying
plane having an elevation of 119.30 feet above Chicago City Datum (and which
all of the property and space lying above and extending upward from a horizontal
of the following described real estate:

Parcel 1: *202 SW 5th*

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Property of Cook County Clerk's Office
✓ *W.M. Sager*

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