

State of Illinois

# UNOFFICIAL COPY

Mortgage

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131-5984258-703

This Indenture, Made this 26th day of February 1990, between  
WAYNE I VLK AND JANET L VLK, HUSBAND AND WIFE, Mortgagor, and

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY  
a corporation organized and existing under the laws of THE STATE OF IOWA  
Mortgagor.

90184081

90093249

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  
**ONE HUNDRED EIGHT THOUSAND FIFTY FIVE AND 00/100**

**(\$108,055.00)** Dollars

payable with interest at the rate of NINE AN\* per centum ( 9.500%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DES MOINES, IOWA 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 NINE HUNDRED EIGHT AND 59/100 \*\*\* Dollars (\$ 908.59) on the first day of APRIL, 1990, 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 MARCH

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-90-184081

T#3333 TPAH 5120 04/23/90 15:15:00  
#0375 C - 90-184081

COOK COUNTY RECORDER

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, doth 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 1 IN BLOCK 3 UNIT 2 HANOVER GARDENS FIRST ADDITION, BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

90093249

DEPT 600051 TPAH 5120 04/23/90 15:15:00  
#0375 C - 90-093249  
COOK COUNTY RECORDER

PIN#06-25-418-001

BOX 334

\* Property address: 7201 East Ave., Hanover Park, IL.

\*\* ONE-HALF

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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.

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 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 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 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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That we will keep the improvements now existing or hereafter erected on the unregistered property, insured as may be required from time to time to insure by the Mortgagor against loss by fire and other hazards, casualties and contingencies in such amounts for such periods as may be required by the Mortgagor for payment of which has not been made hereinafter.

And as additional security for the payment of the indebtedness all agree to let the Mortgagor does hereby stipulate to the Mortgagor all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

debtors and as represented thereby, the Mortgagor shall, in case of Piling (the amount of such indebtedness), credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph.

Piling (the amount of such indebtedness), credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds account.

the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph under the terms of the Mortgagor's obligation to pay to the Secretary of Housing and Urban Development (a) of the preceding paragraph of subsection (a) of the preceding paragraph under the terms of the Mortgagor's obligation to pay to the Secretary of Housing and Urban Development, if there is no balance remaining in the funds account.

hereby, or if the Mortgagor acquires a title to the property otherwise than by purchase of such proceedings or at the time the property is otherwise disposed of, the Mortgagor shall apply to the trustee of the commonwealth, or to the trustee of the property otherwise than by purchase of such proceedings or at the time the property is otherwise disposed of, the balance then remaining in the funds accumulated.

against the amount of principal when remitting unpaid under said note and shall provide any amount of principal which shall have accrued under subsection (b) of the preceding paragraph as a credit.

against the amount of principal when remitting unpaid under said note and shall provide any amount of principal which shall have accrued under subsection (a) of the preceding paragraph as a credit.

Any defecitancy in the amount of any such staggered 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 (4¢) for each dollar (\$1) for each day it is delinquent in handling demand payments.

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby;

(IV) amortization of the principal of the said note; and

(V) late charges.

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 Mortgagor to the following items in the order set forth:

(b) 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 other assessments next due on the mortgaged property, plus taxes and other hazard insurance coverage, the mortgaged property, plus taxes and other hazard insurance coverage, the mortgaged property, less all sums already paid thereby (all as estimated by the Mortgagor), 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 assessments will become due again, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and special assessments); and

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

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the final Housing Act, an amount sufficient to accumulate in the hands of the holder one ((1)) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as measured, and applicable Regulations hereunder; or

(2) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth of one-half ((1/2)) per centum of the average outstanding balance due on the note computed without taking into account ((1/2)) of one-half ((1/2)) per centum of the average outstanding balance due on the note of prepayments;

If it is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagor shall not be required nor shall it have the right to pay, discharge or remove any tax, assessment, or tax upon or against the premises described herein or any part thereof or the improve- ments situated thereon, so long as the Mortgagor shall, in good faith, contest 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, assess- ment, 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 payment of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagée, on the first day of each month until the said note is fully paid, the

In case of the refusal or neglect of the Mortgagor 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 Mortgagor may pay such taxes, said assessments, and insurance premiums, when due, and may make such receipts to the property herein mortgaged as in his discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much addl. proceeds of the sale of the mortgaged premises, if not paid out of the sale of the same, secured by this mortgage, to be paid by the Mortgagor.

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and adhesions shall bind,  
to the respecificative hedges, bind, bind, bind, bind, bind, bind, bind, bind,  
accessories, accessories, accessories, accessories, accessories, accessories, accessories,  
and assistants of the parties hereto.

If it expressly agreed that no extension of the time for payment  
of the debt hereby secured by the Mortgage shall operate to increase  
any manner, the original liability of the Mortgagor.

11. Mortgagor shall pay said note at the time and in the manner  
aforesaid and shall abide by, conform with, and duly perform all  
the covenants and agreements herein, when this conveyance shall  
be null and void and Mortgagee will, within thirty (30) days after  
written demand therefor by Mortgagor, execute a release or  
salisfaction of all liens mortgage, and Mortgagor hereby waives the  
benefits of all statutes of laws which require the earlier execution  
or delivery of such release or satisfaction by Mortgagor.

And likewise 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 attorney's, solicitor's, and other expenses; (2) all the monies cost of, and disbursed and expended extraorinarily videlicet and among the executors, fees, outlays for documentation and mailing unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

And in case of foreclosure of this mortgage by said Mortgagor in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographer's fees of the complainant in such proceeding, and also for all outlays for documentation and evidence and the cost of a complete abstract of title for the pur- pose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagor shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or solicitors of the Mortgagor, so made parties, for services in such suit or pro- cesses under this mortgage, and all such expenses shall become premiums, shall be a further lien and charge upon the said credit, so much additional indebtess secured hereby and be allowed in any decree foreclosing this mortgage.

Wherever the said Mortgagor 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 sale of premises in good faith, in its discretion, may keep the mortgage, the said Mortgagor, in his discretion, may 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 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 expenses itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

costs, taxes, insurance, and other items necessary for the project.

And in the event that the whole of said debt is declared to be due, the Mortgagor 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 of the person or persons liable for the payment of the indebtedness secured hereby, at the same time of such application for appointment of a receiver, or for an order to place Mortgagor 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 premises or the owner of the premises, or for the recovery of the equity of redemption, as a homestead, either in order placing the Mortgagor in possess- sion of the premises, or to collect the rents, issues, and profits of the said premises during the period 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.

In the event of default in making any monthly payment pro- vided 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 of this note shall occur, at the election of the whole of said principal sum remaining unpaid together with all interest accrued thereon, shall, at the election of the Mortgagor, become immediately due and payable.

Label II the Premisses, or any part thereof, be conditioned under  
any power of eminent domain, or acquired for a public use, the  
damages, proceeds, and consideration for such acquisition, to  
the extent of the full amount of indemnities upon this Note.

All insurance shall be carried in companies approved by the Mortgage and the policies and renewals thereof shall be held by the Mortgagor and have unrestricted thereto less payable clauses in the Mortgage and the renewals thereof shall be held by the Mortgagor or and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make arrangement for such loss directly to

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SEE RIDER(S) ATTACHED HERETO AND MADE A  
PART HEREOF FOR ADDITIONAL TERMS,  
COVENANTS AND CONDITIONS OF

Witness the hand and seal of the Mortgagor, the day and year first written. THIS MORTGAGE/DEED OF TRUST.

[SEAL]

[SEAL]

[SEAL]

[SEAL]

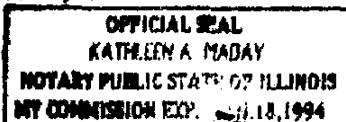
WAYNE I VLK

JANET L VLK

State of Illinois )  
                      )  
County of COOK    )

I, THE UNDERSIGNED  
aforesaid, Do Hereby Certify that WAYNE I VLK AND JANET L VLK, HUSBAND AND WIFE  
and X \*Xing wife X personally known to me to be the same  
person whose name 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



26th day February , A.D. 1992  
Kathleen A. Maday  
Notary Public

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois on the

day of

A.D. 19

at                      o'clock                      m., and duly recorded in Book                      of                      page

\*  
PREPARED BY & MAILED TO:  
STEPHEN G. GALLAHER, ASSISTANT COUNSEL  
PRINCIPAL MUTUAL LIFE INSURANCE COMPANY  
711 HIGH STREET  
DES MOINES, IOWA 50309

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90093249

NAME I VLK

NAME I VLK

WITNESS

IN WITNESS WHEREOF, MORTGAGORS/GRANTORS HAVE EXECUTED THIS RIDER  
THIS 26TH DAY OF FEBRUARY, 1990.

NOTICE--THE DEBT SECURED HEREBY IS SUBJECT TO CALL  
IN FULL IN THE EVENT OF SALE OR CONVEYANCE OF THE  
PROPERTY CONVEYED, THE MORTGAGEE SHALL, IF  
PERMITTED BY APPLICABLE LAW AND WITH THE PRIOR  
APPROVAL OF THE FEDERAL HOUSING COMMISSIONER, OR  
THIS OR HER DESIGNEE, DECLARE ALL SUMS SECURED BY  
ALL OR PART OF THE PROPERTY IS SOLD OR OTHERWISE  
THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE IF  
TRANSFERRED (OTHER THAN BY DEVISE OR DESCENT) TO A  
PURCHASER OR GRANTEE WHO DOES NOT COPY THE  
PROPERTY AS HIS OR HER PRINCIPAL OR SECONDARY  
RESIDENCE, OR TO A PURCHASER OR GRANTEE WHO DOES SO  
OCCUPY THE PROPERTY BUT WHOSE CREDIT HAS NOT BEEN  
APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE  
COMMISSIONER.

REFFERENCE MADE A PART OF THE AFORESAID MORTGAGE/DEED OF TRUST, AS  
MORTGAGORS/GRANTORS, AND THIS RIDER IS INCORPORATED IN AND BY  
AND WAYNE I VLK AND JANET I VLK, HUSBAND AND WIFE AS  
PRINCIPAL MORTGAGE INSURANCE COMPANY A MORTGAGEE/BENEFICIARY  
TRUST/MORTGAGE DEED OF EVEN DATE HERETOWITH BY AND BETWEEN  
THIS RIDER SUPPLEMENTS AND AMENDS THE MORTGAGE/DEED OF  
FOLLOWS:

RIDER TO MORTGAGE/DEED OF TRUST/MORTGAGE DEED February 26, 1990

9 0 0 9 3 2 4 7534344 FRLX

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Property of Cook County Clerk's Office

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1990

EF 1051-3

JANET L VLK  
Mortgagor

MARY E I VLK  
Mortgagor

Dated as of the date of the mortgage referred to herein.

This option may not be exercised by the Mortgagee when the insurability for insurance under 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.

2. Page 3, the third paragraph is amended to add the following sentence:

preceding paragraph as a credit against the amount of principal then remaining unpaid under said note. Otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property premises covered hereby, or if the Mortgagee acquires the property otherwise, after default, the premises shall be a default under any of the provisions of this mortgage resulting in a public sale of the remaining funds accumulated under the preceding paragraph, if the proceeds hereof, in full payment of such indebtedness, credit to the account of the Mortgagee any balance compounding the Mortgagee shall render to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness thereby, the Mortgagee shall, in any time the Mortgagee shall incur a loss due, if all date when payment of such ground rents, taxes, assessments, or interest, or before the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, or before the insurance premiums, as the case may be, when the same shall become due and payable, then the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or (a) of the preceding paragraph, if, however, the mortgagee makes by the Mortgagee under subsection required to the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or portion of the payments to be made by the Mortgagee, shall be made by the Mortgagee, or assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and if the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph

cover the extra expense involved in handling delinquent payments. Default under this mortgage prior to the due date of the next such payment may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1), for each payment more than fifteen (15) days in arrears, to good by the Mortgagee to the next such payment to be made by the Mortgagee in event of any deficiency in the sum of any such aggregate monthly payment shall, unless made

(iii) amortization of principal of the said note.  
(ii) interest on a note secured hereby; and

(i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance

(b) all payments mentioned in the two preceding subsections of this paragraph and all payments due under the note secured hereby shall be added together and the aggregate amount thereof, shall be paid by the Mortgagee to the following items in the order set forth:

(a) A sum equal to the ground rents, taxes and special assessments, and due and payable on policies of life and other hazard insurance covering the mortgage due and payable on policies of life and other hazard insurance covering the mortgage property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid thereafter 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 monies until the said note is fully paid, the following sums:

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:

1. Page 2, the second covenant of the Mortgage is amended to read:

as follows:

This rider attached to and made part of the Mortgage between MARY E I VLK AND JANET L VLK, USBAND AND WIFE, and Principal Mutual Life Insurance Company, dated February 26, 1990 revises said Mortgage,

## RIDER TO ILLINOIS MORTGAGE

FHA CASE NO. 131-5984258-703

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