

# UNOFFICIAL COPY

## MORTGAGE

3974894  
0 7 4 8 9 4 775888-1  
This form is used in connection with  
mortgages insured under the one-to  
four-family provisions of the National  
Housing Act.

THIS INDENTURE, Made this 4th day of November, 1985, between  
GINO L. LEONI AND JANET E. LEONI, HIS WIFE

MANUFACTURERS HANOVER MORTGAGE CORPORATION  
a corporation organized and existing under the laws of DELAWARE  
Mortgagor.

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 FIFTY THOUSAND SEVEN HUNDRED FIFTY EIGHT AND 00/100 (\$ 50,758.00)

payable with interest at the rate of ELEVEN AND 500/1000 per centum ( 11.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in FARMINGTON HILLS, MICHIGAN 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 FIVE HUNDRED TWO AND 66/100 (\$ 502.56) on the first day of DECEMBER, 1985, 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 interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER, 2015

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 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 TWENTY ONE (21) IN TOEPPER'S SUBDIVISION OF THAT PART OF THE SOUTH ONE HALF (1/2) (EXCEPT THE EAST 33 FEET THEREOF), OF THE SOUTH ONE HALF (1/2) OF THE SOUTH ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION TWENTY SEVEN (27), TOWNSHIP THIRTY SIX (36) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERN RIGHT OF WAY LINE OF THE CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY (EXCEPT THE WEST 3.292 ACRES OF SAID TRACT AND EXCEPT ALL LANDS DEDICATED FOR ROAD) IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT REGISTERED IN THE REGISTRAR'S OFFICE AS DOCUMENT NUMBER 1408618, IN COOK COUNTY, ILLINOIS.

401 Kinzie  
Thornton IL 60476

29-27-313-005 VOL 216

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.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance 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 Mortgagor.

It is expressly provided, however (all 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 improvements 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, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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Property of Cook County Clerk's Office

3  
1386619

Duplicate  
C 474

329 PM 85 C 474894

RECEIVED  
RECORDING UNIT OF TITLES  
C 474

Submitted by \_\_\_\_\_

Address \_\_\_\_\_

Promised \_\_\_\_\_

Deliver certif. to \_\_\_\_\_

Address \_\_\_\_\_

Deliver duplicate Trust

Deed to \_\_\_\_\_

Address \_\_\_\_\_

Notified \_\_\_\_\_

McNAIR

SATCO TITLE INSURANCE CO.  
2 N. LA SALLE ST.  
SUITE 1700  
CHICAGO, IL. 60602

MT/9/88/Marilyn

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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 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.

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

Gene L. Leon  
GINO L. LEONI

[SEAL]

[SEAL]

[SEAL]

[SEAL]

Janet E. Leon  
JANET E. LEONI

3474894  
3474894

STATE OF ILLINOIS

COUNTY OF Dodge

I, John L. Stichman,  
aforesaid, Do Hereby Certify That Gene L. Leon  
and Janet E. Leon, his wife, personally known to me to be the same  
person whose names are 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.

Gene L. Leon, a notary public, in and for the county and State  
of Illinois, his wife, personally known to me to be the same  
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

4<sup>th</sup>day of DecemberA. D. 19<sup>85</sup>John L. Stichman  
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 AND WHEN RECORDED, RETURN TO: ERIN STEWART

MANUFACTURERS HANOVER MORTGAGE CORP.  
2028 ELM ROAD/P.O. BOX 1447  
HOMEWOOD, IL 60430

HUD-9211BM (5-80)

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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 him, either before or after sale, and without notice to the said Mortgagee, or the person of persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said promises or whether the same 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 to collect the rents, issues and profits of the said property during the period of the execution of the judgment, and such rents, issues and profits, when paid, shall be applied toward payment of the indebtedness, costs, taxes, insurance, expenses and other charges, attorney's fees and all other expenses of the collection and enforcement of the judgment, and such rents, issues and profits, when paid, shall be applied toward payment of the indebtedness, costs, taxes, insurance, expenses and other charges, attorney's fees and all other expenses of the collection and enforcement of the judgment.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-  
by 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 in-  
terest thereon, shall, at the election of the Mortgagor, without notice, become immediately due and payable.

**THE MORTGAGE FURTHER AGREEMENT** that should this mortgage be thereby secured by the note secured hereby not be entitled for insurance under the National Housing Act within 90 days from the date hereof if sixteen states mean of any officer of the Department of Housing and Urban Development or authorized agent of the Secretaries of the Department of Housing and Urban Development and subsequently dated and used in substance and nature as set forth in the further agreement.

of the premises heretofore described.

AND AS ADDITIONAL SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AGREED THE MORTGAGOR DOES HEREBY

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 Mortgagor for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is unearned, or the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or returned 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 Mortgagor any amount necessary to make up the deficiency, or before the date when payment of such ground rents, taxes, and assessments, or insurance premiums shall be due, at any time the Mortgagor tender to the Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented hereby, the Mortgagor shall, in computing the amount of such indebtedness, credit to the account of the proceeds of the Mortgagor any balance remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of the principal and interest remaining unpaid.

Any delinquency 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 aggregate monthly payment, result in the cancellation of the Mortgage.

(a) A sum equal to the ground rents, if any, paid or other instalments that will next become due and payable or on the mortgaged property (all as estimated by the mortgagee) 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, taxes and assessments will become delinquent, such sums to be held by the mortgagee in trust to pay said ground rents, taxes and assessments to the mortgagee before the date when such ground rents, taxes and assessments shall be paid by the mortgagee and to the mortgagee for his expenses and disbursements to collect the same; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the mortgage to pay said ground rents, taxes and assessments, and

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

(d) Interest on the note secured hereby, and

(e) Interest on the note secured by the affidavit of the said note.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note recited herein, the mortgagor will pay to the mortgagee, on the first day of each month until

men. Privilege is reserved to pay the debt in whole or in part, on any installment, written notice of an intention to exercise such privilege is given to the trustee on the principal due date of the note. On the last day of each month during the period of the note, the trustee may exercise his right to require payment of the entire amount of the note.

AND the said Mortgagor further covenants and agrees as follows: