

THIS MORTGAGE CONTAINS A PROVISION FOR MORTGAGE FORGIVENESS

UNOFFICIAL COPY

Form MP-8
Revised 8/85

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY
SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II
1985 SERIES A
MORTGAGE**

NOTE IDENTIFIED

3507579

This instrument was prepared by:
ERIN STEWART
MANUFACTURERS HANOVER MTG. CORP.
(Name)
15601 S. CICERO OAK FOREST IL
(Address)

THIS MORTGAGE is made this 11TH day of APRIL, 19 86,
between the Mortgagor, JOHN T. PACHOLIK AND CATHY A. PACHOLIK, HIS WIFE
(herein "Borrower"), and the Mortgagee, MANUFACTURERS HANOVER MORTGAGE CORPORATION
an association organized and existing
under the laws of THE STATE OF DELAWARE, whose address is 27555 FARMINGTON ROAD
FARMINGTON HILLS, MICHIGAN (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY FIVE THOUSAND AND 00/00
Dollars, which indebtedness is evidenced by Borrower's
note dated APRIL 11, 1986 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2016.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the
covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to
Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and
convey to Lender the following described property located in the County of COOK, State of Illinois:

Lot 17 in Alpine Subdivision of the North 1/2 of the South 1/2 of
the East 1/2 of the East 1/2 of the Northeast 1/4 (except the
South 132.70 Feet and also except the North 40.00 feet) of
Section 3, Township 37 North, Range 12, East of the Third
Principal Meridian, according to Plat thereof registered in the
Office of the Registrar of Titles of Cook County, Illinois, on
May 29, 1964 as document 2152357.

RE: 8828 W. NIDA COURT
HICKORY HILLS, IL 60457
23-03-210-042 VOL 151. **ML.**

3507579

which has the address of 8828 W. NIDA COURT HICKORY HILLS
(Street) (City)
ILLINOIS 60457 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents,
royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the
property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by
this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein
referred to as the "Property".

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NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN, DO NOT SIGN THE NOTE OR FORECLOSURE, AS PROVIDED IN PARAGRAPH 18 OF THE MORTGAGE. LENDER'S INTEREST IN THE PROPERTY, AND ACCRUED INTEREST THEREON, AS PROVIDED IN PARAGRAPH 7 OF THE MORTGAGE; AND ALL EXPENSES OF DUE UNDER THE NOTE; (B) ANY AMOUNTS DISBURSED BY LENDER TO PROTECT INCLUDING, BUT NOT LIMITED TO (A) ANY PREPAYMENT OR LATE CHARGES, NOT APPLY TO ANY OTHER AMOUNTS DUE UNDER THE NOTE OR MORTGAGE. SHALL APPLY ONLY TO THE REMAINING PRINCIPAL AND INTEREST AND SHALL BE FORGIVEN, BORROWER UNDERSTANDS THAT SUCH FORGIVENESS FROM ITS ADMINISTRATIVE FUNDS TO PAY DEBT SERVICE ON THE BONDS. THE AUTHORITY RECEIVES REIMBURSEMENT FOR ANY AND ALL MONIES PAID MORTGAGE REVENUE BONDS, 1985 SERIES A (THE "BONDS"), ARE RETIRED AND TIME ALL OF THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY RESIDENTIAL INDEBTEDNESS EVIDENCED BY THE NOTE, WHICH REMAINS UNPAID AT THE BORROWER UNDERSTANDS THAT ANY PRINCIPAL OF AND INTEREST ON THE

ADDENDUM. The rights and obligations of the parties to this Mortgage and the Note which is secured by the Mortgage are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Mortgage or the Note, the provisions of this Addendum shall control. The Borrower agrees that the Lender or its assignee may, at any time without prior notice, accelerate all payments due under the Mortgage or Note if (i) the Borrower fails to occupy the property described in the Mortgage as his or her permanent and primary residence; or (ii) the statement made by Borrower in the Buyer's Affidavit (Illinois Housing Development Authority Form MF-8A) are not true, complete and correct; or (iii) the Borrower fails to abide by the agreements contained in the Buyer's Affidavit; or (iv) the Lender or the Illinois Housing Development Authority, in its sole discretion, determines that the Borrower is in default of the Mortgage or Note. The Borrower agrees that the Lender or its assignee may, at any time without prior notice, accelerate all payments due under the Mortgage or Note if (i) the Borrower fails to occupy the property described in the Mortgage as his or her permanent and primary residence; or (ii) the statement made by Borrower in the Buyer's Affidavit (Illinois Housing Development Authority Form MF-8A) are not true, complete and correct; or (iii) the Borrower fails to abide by the agreements contained in the Buyer's Affidavit; or (iv) the Lender or the Illinois Housing Development Authority, in its sole discretion, determines that the Borrower is in default of the Mortgage or Note. The Borrower understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the loan.

MAIL TO:
NEMC, 15601 S. CICERO
OAK FOREST, IL 60452

My Commission Expires Jan. 2, 1994

Carol J. Lorbe
Notary Public

do hereby certify that JOHN T. PACHOLIK AND CATHY A. PACHOLIK, HIS WIFE, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they stated and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of APRIL, 19 86

My Commission expires:

STATE OF ILLINOIS

3507579

APR 11 2 30 PM '86

REGISTRAR // OF TITLE

Submitted by _____
Address _____
Promiser _____
Deliver certiff: to _____
Address 3507579
Deliver duplicate to Trust
Deed to _____
Address _____
Notified _____
White

LAND SWIFT CO,
188 W. MONROE 4th FLOOR
CHICAGO, ILLINOIS 60603
Tel # 77-46246-13

CAROL J. LOEBE
A Notary Public in and for said county and state.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the lender offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default, or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

John T. Pacholik

JOHN T. PACHOLIK —Borrower

Cathy A. Pacholik

CATHY A. PACHOLIK —Borrower

3507579

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of the interest on the indebtedness

secured by this Mortgage. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day

monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-

half of the yearly taxes and assessments which may be levied in priority over this Mortgage, and ground rents on the Property, if any, plus

one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance,

if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates

thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency

(including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and

ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said

assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.

Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower,

and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any

interest or earnings on Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and

debts to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the

sums secured by this Mortgage. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of

taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance

premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to

within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If

under paragraph 1, hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than

immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit

against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and

paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2

hereof, then to interest payable on the Note, and then to principal of the Note, and any other amounts attributable to the Property

4. Charges: Lender. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property

which may be levied over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2

hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly

furnish to Lender all notices of mortgages or mortgages under this paragraph, and in the event Borrower shall make payment directly, Borrower shall

promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this

Mortgage, provided that Borrower shall be required to discharge any such lien so long as Borrower shall agree in writing to the

payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend

enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part

thereof.

5. Hazard Insurance. Borrower shall keep in force improvements now existing or hereafter erected on the Property insured against loss by

fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for

coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such

approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2

hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in

favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and all receipts of paid premiums, in the event of loss, and Borrower shall

promptly furnish to Lender all renewal notices and all receipts of paid premiums, in the event of loss, and Borrower shall give prompt notice to

the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property

damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such

restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be

applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if

Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to

settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to

restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone

the due date of the monthly installment referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under

paragraph 18 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and

to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums

secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the

Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and shall comply with the

provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development,

Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or

planned unit development, the by-laws and regulations of the condominium or planned unit development, and all covenants, conditions and

agreements of such plan or shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if

the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any

action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent

domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent, then Lender at Lender's

option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect

Lender's interests, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If

Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums

Borrowers and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of

Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon

notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from

time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which

event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall

require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender

shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation

or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender,

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if

any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be

applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums

secured by this Mortgage immediately prior to the taking bears to the fair market value of the Property immediately prior to the date

of taking, with the balance of the proceeds paid to Borrower.