

VA FORM 24-6310 (Home Loan)
Rev. August 1981, Use Optional.
Section 1810, Title 13 P.U.B.C.
Acceptable to
Federal National Mortgage Association

MORTGAGE

THIS INDENTURE, made this 25th day of JULY 1986, between

THOMAS WAYNE BRICKLER AND ELLA L. LEMBERIS, HIS WIFE, *[Signature]*, Mortgagor; and
EVERGREEN HOME FUNDING CORPORATION, *[Signature]*, Mortgagee,

a corporation organized and existing under the laws of THE STATE OF ILLINOIS
Mortgagor.

WITNESSETH, That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagor, and bearing even date herewith, in the principal sum of SIXTY THREE THOUSAND FIVE HUNDRED AND NO/100-- Dollars (\$ 63,500.00--) payable with interest at the rate of NINE AND ONE HALF-- per centum (9.5 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in CRESTWOOD , ILLINOIS , or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of FIVE HUNDRED THIRTY THREE AND NO/100-- Dollars (\$ 533.94--) beginning on the first day of SEPTEMBER , 1986 , and continuing on the first day of each 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 AUGUST , 2016 .

Now, THEREFORE, the said Mortgagor, for the better securing of the payment of 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 Mortgagor, 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 7 IN DRAKE MANOR, BEING A RESUBDIVISION OF BLOCK 27 (EXCEPT THE EAST 33 FEET THEREOF) AND BLOCK 30 (EXCEPT THE EAST 33 FEET THEREOF) AND (EXCEPT THE WEST 25 FEET OF THE EAST 90 FEET OF THE SOUTH 125 FEET THEREOF) IN HILLS SUBDIVISION OF THE WEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY: 11030 SOUTH ST. LOUIS AVENUE
CHICAGO, IL 60655

PERM. TAX #24-14-417-016-0000

RP

TOGETHER with all and singular the tenements, hereditaments and apurtenances therunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness

herein mentioned;

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~~UNOFFICIAL COPY~~

THE STATE OF ILLINOIS

9596780

Mortgage

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RECEIVED INTERCOUNTY TITLE INS. CO. S 11/10/22	COMMITTEE Address	TO
	Promised	185
	Deliver certificate to	3536789
	ADDRESS	
	DOC. NO.	
RECEIVED RECORDED IN THE RECORDER'S OFFICE OF CLERK OF THE ILLINOIS STATE BAR ASSOCIATION AT THE COURT OF APPEALS OF ILLINOIS ON APRIL 19, 1985 AT LA FAYETTE, ILLINOIS, AND DULY RECORDED IN BOOK AND PAGE		
RECORDED APRIL 19, 1985 CLERK NOTARIAL PUBLIC		
GIVEN under my hand and Notarial Seal this day of April 1985 ad by:		
CORPORATION		

I, THE UNDERSIGNED, a notary public, in and for the County and State aforesaid, Do hereby certify that THOMAS WAYNE BRICKLER, his/her spouse, personally known to me to be the same person who and SISTER L. LEATHERS, are subscribers to the foregoing instrument prepared before me this day in person and acknowledged that they sealed, sealed, and delivered the said instrument as their free and voluntary act for the purpose intended.

STATE OF ILLINOIS COUNTY OF COOK

[REDACTED] [REDACTED] [REDACTED]
THOMAS WAYNE BRIGGELER
[REDACTED] [REDACTED] [REDACTED]

If the immeasurable areas secured hereby be guaranteed or measured under Title 38, United States Code, such title and regulations therunder and in effect on the date hereof shall govern in the distribution of the immeasurable areas among the parties hereto, and any provisions of their or other instruments executed in connection with said immeasurable areas which are inconsistent with said title or regulations are hereby limited to cover only the immeasurable areas mentioned in connection therewith.

The loan of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured by the Mortgagor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, completely with all duly performed all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor will, within thirty days after written demand therefor by Mortgagor, execute a release of this mortgagage, and Mortgagor hereby waives the benefits of all statutes or laws which regulate the delivery of such release or satisfaction by Mortgagor.

There shall be a further lien and charge upon the said premises under this mortgage, and all such debts or charges, shall be a debt due upon the said premises under this mortgage, and be allowed in any decree for recovering the same or much additional indebtedness secured hereby, 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, bail, venue, inclusive, including reasonable attorney's, solicitor's, and attorney's fees, or lay's for documentation, evidence and cost of said abstract and examination of title; (2) all the money advanced by the attorney, for any purpose authorized in the mortgage, which interest at the said advances are made; (3) all the rate provided for in the principal indebtedness, from the time such advances are made; (4) all the premium money remaining unpaid; (5) all sums paid on the premiums administered on account of the guarantee or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the mortgagor.

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"Should the Veterans Administration fail or refuse to issue its Guaranty of the Loan secured by this Mortgage under provisions of the Serviceman's Readjustment Act of 1944, as amended; in the amount of \$27,489.15 within sixty days from the date the loan would normally become eligible for such guaranty, the Mortgagor may, at its option, declare all sums secured by this Mortgage immediately due and payable."

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; not 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 type or types of hazard insurance, and in such amounts, as may be required by the Mortgagor.

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, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagor the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagor for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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 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.

AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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 Mortgagor as Trustee under the terms of this trust as hereinabove stated, 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 (all as estimated by the Mortgagor, and of which the Mortgagor is notified) 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 delinquent, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and assessments.

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IN THE EVENT that the whole or any part 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 such party, sell the same at public auction at any time 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 such party, for a sum or price less than the full amount of the debt, premium, and interest, and all other charges, taxes, expenses, and other items necessary for the protection and preservation of the property.

IN THE EVENT OF default in making any monthly payment provided for herein as in the note secured
hereby, or in case of a breach of any other covenant or agreement herein stipulated, then, his whole or said prin-
cipal sum remaining unpaid together with accrued interest thereon, shall, at the election of said payee,
without notice, become immediately due and payable.

MORTGAGOR WITH CONTINUOUSLY MAINTAIN HAZARD INSURANCE, OR SUCH PREMIUMS AS THE IMPROVEMENTS TAKEN OR REPAIRS AND AMOUNTS AS MORTGAGEE MAY FROM TIME TO TIME REQUIRE, ON THE BASIS OF SUCH TYPE OR TYPES AND AMOUNTS AS MORTGAGEE MAY INSIST FOR ALL SUCH PREMIUMS AS SHALL BE CHARGED THEREFOR BEEN MADE AS/AS WHO WILL PAY PROMPTLY WHEN DUE ANY PROMOLUMA THEREFOR. ALL INSURANCE SHALL BE CARRIED IN COMPANIES APPROVED AS WHO MORTGAGEE AND THE POLICIES AND FORMS WHICH SHALL BE HELD BY THE MORTGAGEE AND HAVE ATTACHED THEREON CERTAIN CLAUSES IN FAVOR OF AND IN FORM ACCORDABLE TO THE MORTGAGEE. IN EVENT OF LOSS MORTGAGEE WILL GIVE IMMEDIATE NOTICE BY MAIL TO THE MORTGAGEE, WHO MAY MAKE PROOF OF LOSS IF NOT MADE PROMPTLY BY MORTGAGEE, AND EACH INSURANCE COMPANY CONCERNED IN HEREBY AUTHORIZED AND DIRECTED TO MAKE PAYMENT FOR SUCH LOSS DIRECTLY TO THE MORTGAGEE INSTEAD OF TO THE MORTGAGOR UND THIS ALTERNATIVE SOLELY, 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 THIS PROPERTY DAMAGED. IN EVENT OF FORECLOSURE OF THE MORTGAGE, OR OTHER TRANSFER OF TITLE TO THE MORTGAGED PROPERTY IN EXTRINSICALLY SHAMMENT 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 GUARTEE.

As ADDITIONAL SECURITY FOR THE AREA, most of the independent areas around the Motoragger does hereby undertake to the Motoragger all the rents, charges, and expenses now due or which may hereafter become due for the use of the premises heretofore described. The Motoragger shall be entitled to collect and retain all of said rents, charges, and expenses hereinafter described, until he has received payment in full of all amounts due him by reason of his services as a lessor under this lease, except that he shall be liable for any deficiency in the amount of such rents, charges, and expenses over and above the amount paid by the lessee.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgagage. At More than a grace period, the holder will pay a "late charge" net excluding four percentum (4%) of any instalment when paid more than fifteen (15) days after the date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness and all proper costs and expenses accrued hereby.

III. Amortization of the principal of the bald note.

II. Interest on the note accrued hereby! and

¹ Ground rents, if any, taxex, assessments, fire, and other hazard insurance premiums.

(6) The aggregate of the amounts payable pursuant to sub-paragraph (a) and the probable note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated: