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232025-8

State of Illinois

Mortgage

PHM Case No.

131:4587327-703B

This Indenture, made this 30TH day of SEPTEMBER 19 86 between
WILLIAM J. WALSH AND ANN /MARIE WALSH, HUSBAND AND WIFE

M. J. WALSH

, Mortgagor, and

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA

Mortgagee.

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

EIGHTY THREE THOUSAND SEVEN HUNDRED SIXTY SIX AND NO/100 Dollars (\$ 83,766.00)

payable with interest at the rate of NINE & ONE HALF 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

4242 NORTH HARLEM, NORRIDGE, ILLINOIS 60634 , 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

SEVEN HUNDRED FOUR AND 35/100---

Dollars (\$ 704.35)

on NOVEMBER 1 . 19 86 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 OCTOBER

20 16

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:

5 W.W.
LOT 1856 IN ROLLING MEADOWS UNIT NUMBER 9, BEING A SUBDIVISION OF LOT "V" OF ROLLING MEADOWS UNIT NUMBER 8, BEING A SUBDIVISION IN THAT PART OF THE WEST HALF OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 7, 1955 AS DOCUMENT NUMBER 16 18 895.

02-36-307-007
COMMONLY KNOWN AS:

3103 STARLING
ROLLING MEADOWS, ILLINOIS 60008

625955

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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (l)) in accordance with the regulations for those programs.

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~~1445143~~
IN DUPLICATE

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PREPARED BY: **TOM GUIMOND**
RECORD AND RETURN TO: **THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION, 908 ALGONQUIN ROAD,
ARLINGTON HEIGHTS, ILLINOIS 60005**

at 0 clock

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County, Illinois, on the day of October, A.D. 190

** Filed for Record in the Recorder's Office of*

DOC. NO.

Given under my hand and Notarial Seal this
30th day of SEPTEMBER A.D. 1986

Given under my hand and Notarized Seal this 30TH day of SEPTEMBER A.D. 1986
free and voluntary act for the uses and purposes herein set out, including the release and waiver of the right of homestead,
person and acknowledged that THEY signed, sealed, and delivered the said instrument at THIRTY
person whose name ARE subscribed to the foregoing instrument, appeared before me this day in
and ANN MARY M. WALSH, ANN M. WALSH
, this wife, personally known to me to be the same
aloresaid, Do hereby certify that WILLIAM J. WALSH
, a notary public, in and for the county and state

County of Cook
State of Illinois

John M. Walker [seal] *John M. Walker* [seal]

[last] _____ [seal] _____

ANN/MARIE WALS/H/HIS WIFE
[seal] [seal]

WILLIAM J. WALSH

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

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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 oree.

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 45 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 45 days' 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. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility 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.

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 be then 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 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.

An 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the 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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Any deficiency in the amount of any such 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 and may collect a "late charge".
In addition to exceed four cents (4¢) for each dollar (\$1) for each payment which is late, the Mortgagor may collect a "late charge" of fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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

(ii) interest on the note secured hereby;

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

(iv) late charges.

members will become debtors, such sums to be paid by members in trust to pay said ground rents, premiums, taxes and special assessments; and

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, premiums, taxes and assess-

(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

That, 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 Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

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 instalment due date.

(b) It is expressly provided, however, that the provisions of this paragraph to the contrary notwithstanding, that the Moratorium 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, consent to the sale of the same at the validity thereof by appropriate legal proceedings to prevent the collection of the said premises or any part thereof, and the sale of the same shall not affect the liability of the Mortgagor to the collector of the tax, assessment, or other promises or any part of the same.

In case of the refusal of the Mortgagor to make such payments, or to satisfy any prior lien or to communicate 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 in such amounts as will be necessary for the preparation of the property for sale, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in his discretion it may deem necessary for the proper preservation thereof, and any monies so paid or expended shall become so much additional debt in- debtedness, accrued by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

be done, upon solid premises, anything that may impair the value of such instruments; nor to suffer any loss by mechanical means or materials; men to receive to solid promises; to pay to the Mortgagor, as compensation for the security intended to be afforded by virtue of this instrument, or of the security intended to be afforded by virtue of this instrument; not to suffer any loss by mechanical means or materials; instruments to receive to solid promises; to pay to the Mortgagor, as compensation for the security intended to be afforded by virtue of this instrument, or of the security intended to be afforded by virtue of this instrument; not to suffer any loss by mechanical means or materials; instruments to receive to solid promises; and not to do, or perform to time be on said premises, during the continuance of said in- chereof; (2) a sum sufficient to keep all buildings which may at any time be on said premises, insured for one hundred dollars per annum, in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

To take and to hold the above-mentioned premises, with the appurtenances and fixtures, unto the said Mortgagor, his successors and assigns forever, for the purposes and uses herein set forth, free and clear of all rights and benefits under and by virtue of the Homestead Law of the State of Illinois, which said rights and benefits to the said Mortgagor does hereby expressly release and waive; and Said Mortgagee covenants and agrees: