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MORTGAGE

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 14th day of October, 1986, between

TIMOTHY MOORE AND SUZANNE L. MOORE, HIS WIFE, Mortgagor, and
MANUFACTURERS HANOVER MORTGAGE CORPORATION, Mortgagor, and
a corporation organized and existing under the laws of DELAWARE
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 FIFTY SIX THOUSAND SEVEN HUNDRED TWENTY SIX AND 00/100 (\$ 56,726.00) Dollars

payable with interest at the rate of NINE AND 000/1000 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 FOUR HUNDRED FIFTY SIX AND 44/100 (\$ 456.44) Dollars on the first day of DECEMBER 19, 1986, 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, 2016.

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:

SEE ATTACHED

RE: 3821 W. 217TH ST., MATTESON, IL 60443

31-26-113-032 AW

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.

STATE OF ILLINOIS
HUD-92116M (5-80)

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IN DUPLICATE

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RECEIVED
B1 11/18 21 100 000

Submitted by

Address

Prov/ncie

City, town, or village

County

State

Zip code

Deed to

Address

Notified

Date

Property

Trust

MID AMERICA TITLE COMPANY
123 W. Madison Street
Chicago, Illinois 60602

The Westerly 3 feet of Lot 57 (measured at right angles to the Westerly line of said Lot), all of Lot 58 and Lot 59 (except the Westerly 34 feet thereof measured at right angles to the Westerly line of said Lot) in GEORGE W. WALKER'S ADDITION TO MATTESON, a subdivision of that part of Lot 2 of Lewis', Muller and Lewis' Subdivision of the West $\frac{1}{4}$ of the West $\frac{1}{4}$ of Section 26, Township 35 North, Range 13, East of the Third Principal Meridian, lying North of the Elgin, Joliet and Eastern Railway Company's Right of Way, excepting therefrom the East 481.466 feet of the North $\frac{1}{4}$ of the North $\frac{1}{4}$ of said Lot 2, and a Resubdivision of Lots 4 and 5 in Block 1 and Lot 8 in Block 2, of Blume's Subdivision of the East 481.466 feet of the North $\frac{1}{4}$ of the North $\frac{1}{4}$ of said Lot 2, except the East 150 feet of the North 322 feet thereof) in Cook County, Illinois.

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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 Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then 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 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.

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.

Timothy Moore
TIMOTHY MOORE

[SEAL]

Suzanne L. Moore
SUZANNE L. MOORE

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS

ss:

COUNTY OF Cook

I, Deborah T. Framarin , a notary public, in and for the County and State aforesaid, Do Hereby Certify That Timothy Moore and Suzanne L. Moore , his wife, personally known to me to be the same person whose names 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 14th day October , A.D. 19 86

Deborah T. Framarin
Notary Public
My Commission Expires 6-4-90

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: PAT BABCOCK

MANUFACTURERS HANOVER MORTGAGE CORP.
15601 S. CICERO
OAK FOREST, IL 60452
HUD-92116M (5-80)

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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 stipulated, then the whole of said principal sum remaining unpaid together with accrued interest at the rate of nine percent per annum from the date of the last payment until paid in full, together with all costs and expenses of collection, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTGAGEE FURTHER AGREES that should this mortgagee and the note secured hereby not be eligible for insurance under the National Housing Act within 90 DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development detailed subsistent to the time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such uneligibility), the Mortgagee, declining to insure said note and this mortgage, at its option, declare all sums secured hereby immediately due and payable or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

III.A.1. 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, or acquisition 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 Mortgagor, whether due or not.

(g), which reads: "Any premium paid or payable under this insurance policy shall be carried in the company's books as an asset and shall not be included in the premium of the Motor Vehicle Policy." The Motor Vehicle Policy is a separate document and is not part of this policy.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in-
sured as may be required from time to time by the Mortgagor to pay all costs and expenses of insurance
and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay prompt-
ly, when due, any premium on such insurance for payment of which has not been made hereinafore.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby creditting paragraaph.

(IV) amortization of the principal of the said note.

(III) **Ground effects.** If any, note the cause of any local or widespread hazards; (I), (II), and other hazard insurability premiums;

(1) From 1st January 1990, the charges will be applied by the Secretary of State in accordance with the Secretary of State's Circular Letter dated 1st January 1990.

(c) All payments made in the two preceding transactions shall be paid by the Motorcarrier each note before it can be paid to the Motorcarrier for the amount of the previous payment.

Final payment will become due on the 1st day of November, 1923, and all guarantees to be made under the

on the original property (all as established by the Mortgagee) less all sums already paid therefor and as number of months will become due and payable one month prior to the date when such sum is to be paid by Mortgagee to the trustee to pay said ground rents, premiums, taxes and assessments.

(b) A sum equal to the ground rent, if any, next due, plus the premium that will next become payable on cancellation of title and other hazard insurance covering the mortgaged property, plus taxes and assessments due on the property.

to one-twelfth ($1/12$) of one-half ($1/2$) per centum of the average outstanding balance due on the note com-
puted without taking into account delinquencies or prepayments;

(1) If and so long as said note or even date and this instrument are held by the Secretary of Housing and Urban Development, monthly charges (in lieu of a mortgage insurance premium) which shall be in an amount equal

pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or pay my fee to the Secretary of Housing and Urban Development, in order to provide him with the information required by such premium.

(1) it is used to touch or pass over to clean or rub off dirt and stains and (2) it is used to remove dirt and stains from the surface of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date in order to provide such holder with funds to meet the unusual mortgagor insurability premium, in full.

If they are held by the Secretary of Housing and Urban Development, or a mortgagor charged with non-delivery of even a valid note of record, the instrument is entitled to all the protection under the provisions

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note are not paid in full by the due date.

of the note is secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until paid note is fully paid, the following sums:

THE DEBT, IN WHOLE OR IN PART, ON ANY INSURANCE WHICH IS RESERVED TO PAY THE MORTGAGE PAYMENTS OF PRINCIPAL AND INTEREST PAYABLE UNDER THE

ALL USE IS PROHIBITED EXCEPT AS PROVIDED FOR IN THE AGREEMENT.

100% of the profits from the sale of this book will be donated to the American Red Cross to help victims of Hurricane Sandy.

AND the said Mortgagor further covenants and agrees as follows:

AND the said Mortgagor further covenants and agrees as follows: