

# UNOFFICIAL COPY

State of Illinois

NOTE IDENTIFIED

Mortgage

2565970

0 3 5 6 5 9

7

Loan # 141937

FHA Case No.

131-473-6803-703B

This Indenture, Made this 7th day of November, 19 86 between

WINSLOW W. CLIFFORD and MARY M. CLIFFORD, His Wife

, Mortgagor, and

Midwest Funding Corporation  
a corporation organized and existing under the laws of  
Mortgagor.

the State of Illinois

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Eighty-five thousand eight hundred fifty and NO/100 - - - - - Dollars (\$ 85,850.00 )

payable with interest at the rate of Ten  
per centum ( 10.00000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its  
office in DOWNTON GROVE ILLINOIS, 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 fifty-threes and 40/100 - - - - - Dollars (\$ 753.40 )  
on January 01, 19 87, 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 December  
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, doth 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 1, AND THE NORTH 6 FEET OF LOT 2 IN KIMBALL'S SUBDIVISION OF THE SOUTH 1/2 OF  
LOT 17 IN KIMBALL'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE  
WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 25 ACRES IN THE NORTHEAST CORNER) IN COOK  
COUNTY, ILLINOIS.

LAND TITLE COMPANY

Item # 13-26-426-023 All 10.

Also known as 2426 NORTH KIMBALL AVENUE, CHICAGO

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 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 forms of insurance, and in such amounts, as may be required by the Mortgagor.

This form is used in connection with mortgages insured under the one-to-four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

# UNOFFICIAL COPY

1200 STATE STREET, SUITE 401  
DOWNTOWN GROVE, ILLINOIS 60515

1929 31st September. Still not  
NOT CONVICTED

WIDWEST ENDINGS CORPORATION

PREPARED BY: BEV BRAMON

THE UNDERTAKING		MADE HEREBY CERTAINLY THAT
. A Notary Public, in and for the County and		WITNESS TO W. CLIFFORD
. On whose name IS ARE		THEIR
. That they signed, sealed, and delivered the said instrument in the presence of his wife, personally known to me to be the		free and voluntary act for the uses and pur-
. Person named above, before me this day in person and acknowledged,		pose of which is homestead.
. Given under my hand and Notarial Seal this		
		November 19, 19
		AD. 19
		County, Illinois, on the
		Date for Record in the Recorder's Office of
		No. .
		My Commission Expires 10/28/99
		Lynn M. Meyers
		Notary Public
		"OFFICIAL SEAL"
		Given under my hand and Notarial Seal this
		November 19, 19
		AD. 19
		County, Illinois, on the
		Date for Record in the Recorder's Office of
		No. .
		My Commission Expires 10/28/99
		Lynn M. Meyers
		Notary Public
		"OFFICIAL SEAL"

WITNESSETH the hand and seal of the Mortgagor, the day and year first written.		MAY 11. 1910	
		(Seal)	
WINSTOW W. CLIFFORD			
<i>Winstow W. Clifford</i>			
LAND TITLE CO. 106 W. MONROE, 4th Floor CHICAGO, ILLINOIS		3565970 DUPLICATE 3565970	
Address named	Deliv. - duplicate number	Delivery address of record	Delivery address promised
106 W. Monroe, 4th Floor Chicago, Illinois	106 W. Monroe, 4th Floor Chicago, Illinois	106 W. Monroe, 4th Floor Chicago, Illinois	106 W. Monroe, 4th Floor Chicago, Illinois

# UNOFFICIAL COPY

0 3 5 6 5 9 7 0

All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof 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 Mortgagor instead of to the Mortgagor and the Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor 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 or grantee.

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 Mortgagor and shall be paid forthwith to the Mortgagor to be applied by him 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 Sixty 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 Sixty days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility, the Mortgagor or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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 Mortgagor, without notice, become immediately due and payable.

And in the event that the whole of said debt 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 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 Mortgagor in possession of the premises, 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 Mortgagor in possession of the premises, or appoint a receiver for the benefit of the Mortgagor 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 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 Mortgagor 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 Mortgagor, 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 Mortgagor; 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor, 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 Mortgagor 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 Mortgagor.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagor 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.

565970

**UNOFFICIAL COPY**

1. **Initial**: He will keep the improvements now existing or hereafter erected on the more rugged property, measured at any time by the Moratorium law to limit by the Moratorium law to limit by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Moratorium law.

2. **Polygamy**, when due, any premium on such insurance policy for polygamy, which has not been made before.

And as additional security for the payment of the independence all arrangements the Major-generals do hereby assent to the Major-generals all the rents, taxes, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the holderholder prior to the due date of the next such payment, constitute an event of default under this Note which may call for immediate payment in full, together with all unpaid interest and other amounts due thereon, and the holderholder may exercise all rights and remedies available to him under the Note and the Mortgagage.

**LXXX** amoralization of the principle of life and death; and  
LXXXI are charged.

I ((WX) Ground rents, if any, lakes, special assessments, fire, and other hazards insurance premiums;

XXIX

Secured hereby shall be added together and the aggregate amount  
charge of shall be paid by the Mortgagor each month in a single  
payment to be applied by the Mortgagor to the following items in  
the order set forth:

That, together with, and in addition to, the documents  
of particular and material payable under the terms of the  
decreed ready, the Notary will pay to the Notary paid, the  
first day of each month until the valid note is fully paid, the  
following sum: