

UNOFFICIAL COPY

0 3 5 7 4 3571678

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

131-4308578-234C

THIS INDENTURE, Made this 5th day of December, 1986, between Maurice Bender, Divorced, Not Remarried, Mortgagee, and Lake Mortgage Company, Inc., a corporation organized and existing under the laws of the State of Indiana 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 THOUSAND NINE HUNDRED FIFTY AND 00/100 Dollars (\$ 80,950.00)

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 Mortgagee at its office in Merrillville, Indiana 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 SIX HUNDRED EIGHTY AND 79/100 Dollars (\$ 680.79) on the first day of February, 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 January, 2017

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

Tax Number: 11-19-403-016-1008

PREPARED BY: PETER S. BRIGGS Merrillville, Indiana

Record and Return to: Lake Mortgage Company, Inc. 4000 West Lincoln Highway Merrillville IN 46410-4371

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 incumbrance 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)

01089037 KRE

NOTE IDENTIFIED

3571678

12/10/86

UNOFFICIAL COPY

2
1369612

3574678

3574678

REC'D
COOK COUNTY
CLERK'S OFFICE
NOV 27 1976

RECORDED
INDEXED
DEC 16 1976

UNIT NUMBER 8 IN COMMONS OF EVANSTON CONDOMINIUM DEVELOPMENT, AS DELINEATED ON SURVEY CERTAIN PARTS OF LOT 1 IN THE COMMONS OF EVANSTON CONSOLIDATION (AS PER PLAT OF CONSOLIDATION FILED AND RECORDED ON FEBRUARY 27, 1976 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 23401594, AND IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 2856815) OF LOTS 13 TO 16 BOTH INCLUSIVE IN BLOCK 9 IN WHITE'S ADDITION TO EVANSTON (ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS IN BOOK 4 OF PLATS PAGE 52), IN THE FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS PARCEL 1), WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY THE FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 16, 1976 AND KNOWN AS TRUST NUMBER R-1851 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 2354378 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT LR2879519, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.

3574678

Clerk's Office

UNOFFICIAL COPY

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 Mortgagor will, within thirty (30) days after written demand therefor by Mortgagee, 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.

_____[SEAL] _____ [SEAL]
Maurice Bender
_____[SEAL] _____ [SEAL]

STATE OF ILLINOIS

COUNTY OF

I, David B. Pogrand, a notary public, in and for the County and State aforesaid, Do Hereby Certify That Maurice Bender, Divorced, Not Remarried and his wife, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his 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 5th day of December, A.D. 1986
David B. Pogrand
Notary Public

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 _____

3574678

UNOFFICIAL COPY

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-
 by 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 in-
 terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-
 gible for insurance under the National Housing Act within 4 months from the date hereof (written state-
 ment 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 4 months 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.

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 Mort-
 gagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-
 ness secured hereby, whether due or not.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof
 shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable
 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 is hereby authorized and
 directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee
 jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee as 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 Mortgagee in and to any insurance policies then
 in force shall pass to the purchaser or grantee.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby
 assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use
 of the premises heretofore described.

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 Mortgagee against loss by fire and other hazards, casualties
 and contingencies in such amounts and for such periods as may be required by the Mortgagee and will prompt-
 ly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.
 All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof
 shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable
 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 is hereby authorized and
 directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee
 jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee as 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 Mortgagee in and to any insurance policies then
 in force shall pass to the purchaser or grantee.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
 to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may col-
 lect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in
 arrears, to cover the extra expense involved in handling delinquent payments.

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this
 instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium)
 if held by the Secretary of Housing and Urban Development, as follows:
 (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions
 of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month
 prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to
 pay such premium; or the Secretary of Housing and Urban Development pursuant to the National Housing Act,
 as amended, and applicable Regulations thereunder; or
 (2) If and so long as said note or this instrument are held by the Secretary of Housing and Urban
 Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal
 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;
- (b) 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 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 as-
 sessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums,
 taxes, and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the
 note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each
 month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 (1) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or
 monthly charge (in lieu of mortgage insurance premium) as the case may be;
- (2) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (3) Interest on the note secured hereby; and
- (4) Amortization of the principal of the said note.

That, together with, and in addition to, the monthly payments of principal and interest payable under the
 terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until
 the said note is fully paid, the following sums:
 An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this
 instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium)
 if held by the Secretary of Housing and Urban Development, as follows:
 (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions
 of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month
 prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to
 pay such premium; or the Secretary of Housing and Urban Development pursuant to the National Housing Act,
 as amended, and applicable Regulations thereunder; or
 (2) If and so long as said note or this instrument are held by the Secretary of Housing and Urban
 Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal
 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;

That privilege is reserved to pay the debt in whole, or in any amount, at any time, or in any installment due date,
 on any part, on any installment due date.

AND the said Mortgagee further covenants and agrees as follows:

84974678