

VA FORM 26-6310 (Home Loan)
Rev. August 1981. Use Optional.
Section 1210, Title 38, U.S.C.
Acceptable to
Federal National Mortgage Association

ILLINOIS

06A-006893-13
Lh577472

MORTGAGE

THIS INDENTURE, made this 14TH day of AUGUST 1987, between

ROGER J. PHELAN AND JUDITH A. PHELAN, HIS WIFE, Mortgageor, and
COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.

a corporation organized and existing under the laws of THE STATE OF CALIFORNIA
Mortgagee.

WITNESSETH: That whereas the Mortgageor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgageor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of FIFTY-EIGHT THOUSAND FIVE HUNDRED FIFTY AND 00/100THS Dollars (\$ 58,550.00) payable with interest at the rate of TEN per centum (10.000) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in IRVINE, CALIFORNIA, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgageor; the said principal and interest being payable in monthly installments of SIX HUNDRED TWENTY-NINE AND 19/100THS Dollars (\$ 629.19) beginning on the first day of OCTOBER, 19 87, 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 SEPTEMBER, 2002,

NOW, THEREFORE, the said Mortgageor, 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 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:

LOT 790 IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NUMBER 2, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 3, LYING NORTH OF THE RIGHT-OF-WAY OF THE WABASH RAILROAD, AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1314818, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 24-03-212-003 ^{A.B.P.} *Sum*

PROPERTY ADDRESS: 8739 S. KOSTNER AVENUE, HOMETOWN, ILLINOIS 60456

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto 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;NONE.....

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Coldwell Banker Title Services, Inc.

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(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 Mortgagee, and of which the Mortgagee 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 Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

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 as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

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.

AND the said Mortgagee further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required 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 Mortgagee 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.

Upon the request of the Mortgagee the Mortgagee shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee 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 as provided above, 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.

In case of the refusal or neglect of the Mortgagee 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 hereon 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 Mortgagee.

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 mechanic's 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 situated, upon the Mortgagee or on account of the ownership thereof; (2) a sum sufficient to keep all buildings thereon at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

AND SAID MORTGAGEE covenants and agrees:

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 Mortgagee does hereby expressly release and waive.

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(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable in the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

I. Ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;

II. Interest on the note secured hereby; and

III. Amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagee will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due 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 secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagee under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagee for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagee. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise as a result of the default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagee under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining under said note.

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 hereinabove described. The Mortgagee shall be entitled to collect and retain all of said rents, issues and profits until default hereunder. EXCEPT RENTALS, BONUSES AND ROYALTIES RESULTING FROM OIL, GAS OR OTHER MINERAL LEASES OR CONVEYANCES THEREOF NOW OR HEREAFTER IN EFFECT. The lease, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGEE WILL CONTINUOUSLY MAINTAIN HAZARD INSURANCE, OF SUCH TYPE OR TYPES AND AMOUNTS AS MORTGAGEE MAY FROM TIME TO TIME REQUIRE, ON THE IMPROVEMENTS HEREIN ATPUTATED, THEN THE WHOLE OF SAID PRINCIPAL AMOUNT REMAINING UNPAID TOGETHER WITH ACCRUED INTEREST THEREON, SHALL, AT THE ELECTION OF THE MORTGAGEE, WITHOUT NOTICE, BECOME IMMEDIATELY DUE AND PAYABLE.

IN THE EVENT OF DEFAULT IN MAKING ANY MONTHLY PAYMENT PROVIDED FOR HEREIN AND IN THE NOTE SECURED HEREBY, OR IN CASE OF ANY OTHER COVENANT OR AGREEMENT HEREIN STIPULATED, THEN THE WHOLE OF SAID PRINCIPAL AMOUNT REMAINING UNPAID TOGETHER WITH ACCRUED INTEREST THEREON, SHALL, AT THE ELECTION OF THE MORTGAGEE, WITHOUT NOTICE, BECOME IMMEDIATELY DUE AND PAYABLE.

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 MORTGAGEE, OR ANY PARTY CLAIMING UNDER SAID MORTGAGE, AND WITHOUT REGARD TO THE SOLVENCY OR INSOLVENCY AT THE TIME OF SUCH APPLICATION FOR A RECEIPT, 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 HOMEOWNER, 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.

IN CASE OF FORECLOSURE OF THIS MORTGAGE BY SAID MORTGAGEE IN ANY COURT OF LAW OR EQUITY, A REASONABLE AMOUNT SHALL BE ALLOWED FOR THE SOLICITOR'S FEES OF THE COMPLAINANT AND FOR STEENOGRAPHERS' FEES OF THE COMPLAINANT FOR THE PURPOSE OF SUCH FORECLOSURE; AND IN CASE OF ANY OTHER SUIT, OR LEGAL PROCEEDING, WHEREIN THE MORTGAGEE SHALL BE MADE A PARTY THEREOF BY REASON OF THIS MORTGAGE, ITS COSTS AND EXPENSES, AND THE REASONABLE FEES AND CHARGES OF THE ATTORNEYS OF SAID MORTGAGEE, AS MADE PART OF THE REVENUE IN SUCH SUIT OR PROCEEDING.

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ings, 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.

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 reasonable 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 any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, 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; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. 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 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.

The lien 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 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.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

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 term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Roger J. Phelan
ROGER J. PHELAN

[SEAL]

Judith A. Phelan
JUDITH A. PHELAN

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS
COUNTY OF

Cook

I, THE UNDERSIGNED, a notary public, in and for the county and State aforesaid, Do Hereby Certify That ROGER J. PHELAN and JUDITH A. PHELAN, his/wife spouse, 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.

This instrument was prepared by:

..... HOLLY L. SMITH

GIVEN under my hand and Notarial Seal this 14TH

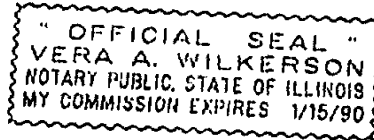
day of AUGUST, 1987

..... COLDWELL BANKER
RESIDENTIAL MORTGAGE SERVICES
1211 WEST 22nd STREET, SUITE 727
OAK BROOK, ILLINOIS 60521

Mail to: Box 235

Vera A. Wilkerson

Notary Public.



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Submitted by	
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Doc. No. *7963793*
 Filed for Record in the *Cook* County, Illinois, Office of
 on the *17* day of *August*, at *11* o'clock *AM*,
 A. D. 19 *87*,
 and duly recorded in Book _____ of _____ page _____

Clerk _____
 3643964
 U.S. Government Printing Office: 1987-241-813/09
2/17/87