

UNOFFICIAL COPY

STATE OF ILLINOIS
HUD-92115M (5-80)
Revised (10/83)

WMP 0A (11)

This instrument is for the purpose of creating a mortgage on real estate in the State of Illinois. It is subject to the provisions of the Illinois Mortgage and Security Laws, Chapter 110, Illinois Compiled Statutes (1983).

If it is expressly provided, however, that the provisions of this mortgage to the contrary notwithstanding, the mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or 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.

In case of the refusal or neglect of the mortgagee 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 hereinafter 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 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 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 situated; upon the mortgagee 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.

AND SAID MORTGAGOR 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 hereinafter set forth, free from all rights and benefits the said mortgagee does hereby expressly release and waive.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof, and all appurtenances and fixtures of every kind for the purpose of supplying or building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said mortgagee in and to said premises.

1514 S. 60th, Cicero, IL 60650

16-20-129-027

LOT SEVEN (7) (EXCEPT THE NORTH SIXTEEN (16) FEET THEREOF) AND LOT EIGHT (8) (EXCEPT THE SOUTH TEN (10) FEET THEREOF) IN JOHN H. BAKER'S RESUBDIVISION OF THE WEST ONE HALF (1/2) OF BLOCK FOURTEEN (14) OF MANDELL AND HYMAN'S SUBDIVISION OF THE EAST HALF (1/2) OF THE NORTHWEST ONE QUARTER (1/4) AND THE WEST ONE HALF (1/2) OF THE NORTHEAST ONE QUARTER (1/4) OF SECTION TWENTY (20) TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN.

NOW, THEREFORE, the said mortgagee, 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 SECURE unto the mortgagee, its successors or assigns, the following described Real Estate situated, lying, and being, in the county of COOK and the State of Illinois, to wit:

payable with interest at the rate of ELEVEN AND ONE HALF per centum (11.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in FARMINGTON HILLS MICHIGAN designate in writing and delivered; the said principal and interest being payable in monthly installments of SEVEN HUNDRED TWENTY AND 57/100 Dollars (\$ 720.57) on the first day of OCTOBER 19 85, 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 so paid, shall be due and payable on the first day of SEPTEMBER 2015.

WITNESSETH That whereas the mortgagee is justly indebted to the mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY TWO THOUSAND SEVEN HUNDRED SIXTY THREE AND 00/100 Dollars (\$ 72,763.00)

3456535

1985, between
August 20th day of
Mortgagee, and

a corporation organized and existing under the laws of DELAWARE

MANUFACTURERS HANOVER MORTGAGE CORPORATION

AND KNOWN AS TRUST NUMBER 9562 and not individually

WESTERN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 12, 1985,

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

MORTGAGE

This instrument is for the purpose of creating a mortgage on real estate in the State of Illinois. It is subject to the provisions of the Illinois Mortgage and Security Laws, Chapter 110, Illinois Compiled Statutes (1983).

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NOTE TO

276,85,887

UNOFFICIAL COPY

This Document is signed by WESTERN NATIONAL BANK of CICERO, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the WESTERN NATIONAL BANK of CICERO, personally, or as Trustee, to sequester any of the earnings, rents, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the WESTERN NATIONAL BANK of CICERO is hereby expressly waived by the parties hereto and their respective successors and assigns.

3719085

My Commission Expires Nov. 16, 1987
Notary Public

Given under my hand and Notarial Seal this 20th Day of August A.D. 1985

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CICERO, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority given by the Board of Directors of said Corporation, as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

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STATE OF ILLINOIS,)
COUNTY OF COOK,) SS.

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Aug 21 10 59 AM '85
REGISTRAR OF TITLES

3456535

Community Title
6122 W. Lemond
Cicero, IL 60608

Aug 21 10 59 AM '85

REGISTRAR OF TITLES

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UNOFFICIAL COPY

EXONERATION PROVISION RESTRICTING ANY LIABILITY of the WESTERN NATIONAL BANK of CICERO stamped on the reverse side hereof is hereby expressly made a part hereof.

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.

Western National Bank of Cicero
as Trustee as aforesaid and not
individually

attest: _____ [SEAL] _____ [SEAL]
Carol Ann Weber [SEAL] by *David M. Augustin* [SEAL]
Carol Ann Weber, Asst. Secretary David M. Augustin, Vice President

STATE OF ILLINOIS

COUNTY OF _____

I, _____, a notary public, in and for the County and State aforesaid, Do Hereby Certify That _____, 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 _____ signed, sealed, and delivered the said instrument as 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 _____ day _____, A. D. 19 _____

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 _____

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