

UNOFFICIAL COPY 2 4 8

THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING COMMISSIONER, OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE IF ALL OR A PART OF THE PROPERTY IS SOLD OR OTHERWISE TRANSFERRED (OTHER THAN BY DEVISE, DESCENT OR OPERATION OF LAW) BY THE MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER THAN 12 MONTHS AFTER THE DATE ON WHICH THE MORTGAGE IS ENDORSED FOR INSURANCE, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.

Constance Damler
Constance Damler

Donald K. Damler 2-27-89
Donald K. Damler

Property of Cook County Clerk's Office

6778848

UNOFFICIAL COPY

Unit 7A in Building No. 1 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 11th day of August, 1983 as Document Number 3323281 together with a percentage of the common elements appurtenant to said unit as set forth in said Declaration, and as amended from time to time.

In and to the following described premises:

The East 405.00 feet of the South 333.00 feet of the following described parcel of land: That part of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 35 North, Range 13, East of the Third Principal Meridian lying East of the East Right-of-Way line of the Illinois Central Railroad and North of a line which is 976.57 feet North of and parallel with the South line of the said West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ in Cook county, Illinois (excepting from said tract that part thereof described as follows: A strip of land 20.00 feet wide, lying on the East side of and adjoining the present 200.00 feet Right-of-Way of the Illinois Central Railroad Company, bounded and described as follows: Beginning at a point in the East line of said present Right-of-Way, 235.00 feet Southerly from the point where said Right-of-Way line intersects the North line of said Section 35 and running thence Southerly along said Right-of-Way line 169.00 feet; Thence East on a line parallel to said North Section line to a point that is 20.00 feet perpendicularly distant. Easterly from said Right-of-Way line, thence Northerly parallel to said Right-of-Way line 881.00 feet to a point opposite to the point of beginning; Thence Westerly at a right angle 20.00 feet to a point of beginning), in Cook County, Illinois.

3776248

UNOFFICIAL COPY

3776249

7 6 1 4 8

DUPLICATE MORTGAGE

This form is not a substitute for a mortgage instrument. It is subject to the provisions of the Illinois Mortgage Act.

131-3616379-734

THIS INDENTURE, made this 27th day of February, 1989 between

Constance Demler, a Spinster and Donald R. Demler, married to Barbara Demler, and

Lake Mortgage Company, Inc.

a corporation organized and existing under the laws of the State of Indiana Mortgage.

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

TWENTY TWO THOUSAND ONE HUNDRED AND NO/100 Dollars (\$22,100.00)

payable with interest at the rate of ELEVEN per centum (11.00%) 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 TWENTY FIVE AND FIVE AND 91/100 Dollars (\$205.91) on the first day of April, 1989, 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 March, 2019

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 hereby execute this 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 sheet for legal

Tax No: 31-35-100-047-1037

22520 Jackson Court, #7A
Richton Park, Illinois 60471

Prepared by:
Peter S. Briggs
Merrillville, Indiana

Record and return to:
Lake Mortgage Company, Inc.
4000 West Lincoln Highway
P. O. Box 10788
Merrillville, Indiana 46411-0788

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto in anywise touching and the roofs, eaves, 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 Mortgagee 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 Mortgagee does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees: SEE RIDER FOURTH PAGE

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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

FEB 28 PM 12:35
CAROL HEINERBAUM
REGISTRATION UNIT

3776248

Submitted by
Address
Premises
Driver's

3776248

Ex
T ad
Address
Notified

SAPRO TITLE INSURANCE CO.
270 N. LA SALLE ST.
CHICAGO, ILL. 60610

MI 37248

3-0-92
W. DURKIN

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 Mortgagee, or any party claiming under said mortgage, 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 Mortgagee 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, where in 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 Mortgagee.

If Mortgagee 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 writ or demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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 Mortgagee, the day and year first written.

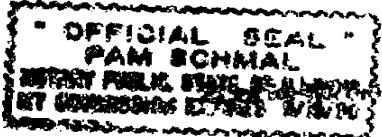
Constance Demler [SEAL] Donald R. Demler [SEAL]
Constance Demler Donald R. Demler
[SEAL] [SEAL]

STATE OF ILLINOIS
COUNTY OF COOK

ss:

I, the undersigned, a notary public, in and for the County and State aforesaid, do hereby Certify That Constance Demler, a spinster and Donald R. Demler ~~MARRIED~~ personally personally knows to me to be the same person whose name is 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 27 day of January, A. D. 1989



Pam Schmal
Notary Public

DOC. NO. _____ is the Recorder's Office of _____
Co. of _____, Illinois, on the _____ day of _____, A.D. 19____
at _____ o'clock _____ m., and duly recorded to Book _____ of _____ Page _____

UNOFFICIAL COPY

UNOFFICIAL COPY

IN THE EVENT of default in making any monthly payment provided for herein and in the event of non-payment of the mortgage, the holder of the mortgage, without notice, becomes immediately due and payable.

THE MORTGAGEE FURTHER AGREES that should this mortgage and the note secured hereby not be a lien on the property, the mortgagee shall, at the election of the mortgagee, without notice, become 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 mortgagee, proceeds, and the consideration for such acquisition, to the extent of the full amount of the mortgage, shall be paid forthwith to the mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in and to any insurance policy then in effect covering the same, and the mortgagee shall be entitled to the proceeds of such insurance, less the amount of any deductibles, and the mortgagee shall be entitled to the proceeds of such insurance, less the amount of any deductibles, and the mortgagee shall be entitled to the proceeds of such insurance, less the amount of any deductibles.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness to which this mortgage is subject, the mortgagee shall have a lien on the property...

Any deficiency in the amount of any such mortgage monthly payment shall, unless made good by the mortgagee, be a lien on the property...

(a) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage shall be paid to the mortgagee...

(b) A sum equal to the amount of any such mortgage monthly payment shall, unless made good by the mortgagee, be a lien on the property...

(c) The mortgagee shall have a lien on the property...

(d) The mortgagee shall have a lien on the property...

(e) The mortgagee shall have a lien on the property...

(f) The mortgagee shall have a lien on the property...

(g) The mortgagee shall have a lien on the property...

(h) The mortgagee shall have a lien on the property...

(i) The mortgagee shall have a lien on the property...

(j) The mortgagee shall have a lien on the property...

(k) The mortgagee shall have a lien on the property...

(l) The mortgagee shall have a lien on the property...

(m) The mortgagee shall have a lien on the property...

(n) The mortgagee shall have a lien on the property...

(o) The mortgagee shall have a lien on the property...

(p) The mortgagee shall have a lien on the property...

(q) The mortgagee shall have a lien on the property...

(r) The mortgagee shall have a lien on the property...

(s) The mortgagee shall have a lien on the property...

(t) The mortgagee shall have a lien on the property...

3778248

AND the said mortgagee further covenants and agrees as follows: