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THIS INSTRUMENT WAS PREPARED BY:
JEANNIE L.A. ECKERT
MIDWEST FUNDING CORPORATION
1020 31ST STREET SUITE 401
DOWNERS GROVE, ILLINOIS 60515

FORM NO. 1 0773
7-131-404-4388/203

MORTGAGE

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

THIS INDENTURE, Made this 15TH----- day of OCTOBER-----, 19 85 between

TAIR ILJAZI, MARRIED TO MAMEDI ILJAZI-----, Mortgagor, and

MIDWEST FUNDING CORPORATION-----

a corporation organized and existing under the laws of THE STATE OF ILLINOIS-----

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 FOUR THOUSAND FIFTY AND NO/100-----

Dollars (\$ 84,050.00-----)

payable with interest at the rate of TWELVE----- per centum (12.00-----%) per annum on the unpaid bal-

ance until paid, and made payable to the order of the Mortgagee at its office in DOWNERS GROVE-----,

ILLINOIS----- or at such other place as the holder may designate in writing, and deliver-

ed, the said principal and interest being payable in monthly installments of EIGHT HUNDRED SIXTY FOUR AND

55/100----- Dollars (\$ 864.55-----) on the first day

of DECEMBER----- 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 sooner paid, shall be due and

payable on the first day of NOVEMBER-----, 2015-----.

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 pres-

ents 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:

THE WEST 1/2 OF LOT 49 IN ARTHUR L. MCINTOSH'S PLAINFIELD ROAD ADDITION, BEING A

SUBDIVISION OF THE NORTH 813 FEET OF THAT PART OF THE SOUTHWEST 1/4 LYING WEST

OF THE EAST 48 RODS THEREOF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12, EAST

OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTH 813 FEET OF THE EAST 1/2 OF THE

SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL

MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS MORTGAGE HUD 92116M (5-80) ATTACHED HERETO AND EXECUTED

OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE

RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF

THE RIDER WERE A PART HEREOF.

PD # 18 - 02 - 303 - 07 / #.

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 to the purpose of supplying or

distributing heat, light, water, or power, and all plumbing and other fixtures in ----- 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 Mort-

gagor 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 or mechanics men or material men to attach to said premises, to pay to the Mortgagee, as here-

inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said prem-

ises, 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 provision or in-

demment other than that for taxes or assessments on said premises, or to keep said premises in good repair, the

the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may take such steps

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, that 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, assess-

ment, 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.

Handwritten notes: 10-22-85, 2013

Proprietary watermark: PROPERTY OF COOK COUNTY CLERK'S OFFICE

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AND the said Mortgagee further covenants and agrees as follows:

Privilege is reserved to pay the debt, in whole or part, on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee on the first day of each month until the said note is fully paid, the following sums:

(a) XXXA. The annual 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. The taxes and assessments next due on the mortgaged premises, all as estimated by the Mortgagee, less all sums already paid thereon credited to 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 special assessments, and

(b) XX. All payments made under the tax preceding subsections of this paragraph and all payments made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid to the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (I) ~~XX~~ ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (II) ~~XX~~ interest on the note secured hereby; and
- (III) ~~XX~~ amortization of the principal of the said note.

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

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payment made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor 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 shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (b) of the preceding paragraph less the Mortgagee's cost of handling and disbursement of such payments, and any balance remaining in the funds accumulated under the provisions of subsection (b) 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 after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note, and the property sold shall be sold to satisfy the amount of principal then remaining unpaid under said note.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness hereunder the Mortgagor 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.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured 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 pay promptly, 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 its loan acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, 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 Mortgagee instead of to the Mortgagor and the Mortgagee's name, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee 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 public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of the principal of this Mortgage and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it 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, declaring it 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. *SEE BELOW

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 Mortgagee, without notice, become immediately due and payable.

* This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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AND IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right... AND IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right to... AND IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right to...

Wherever the said Mortgagee shall be placed in possession of the above described premises under an order of a court... Wherever the said Mortgagee shall be placed in possession of the above described premises under an order of a court...

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum... AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum...

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale... AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale...

If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform... If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform...

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee... IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by 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... 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...

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

TAIR ILJAZI, MARRIED TO MAMEDIL ILJAZI [SEAL] [SEAL] [SEAL] [SEAL]

STATE OF ILLINOIS

COUNTY OF McPage

I, THE UNDERSIGNED, a notary public, in and for the County and State aforesaid, Do Hereby Certify That TAIR ILJAZI, MARRIED TO MAMEDIL ILJAZI and his wife, personally known 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 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 15th day of October, A. D. 1997 [Signature] 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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Property of Cook County Clerk's Office

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FHA Case No. 131-408-4588/203

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between **TAIR ILJAZI, MARRIED TO MAMEDI ILJAZI**----- Mortgagor,
and **MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION**----- Mortgagee,
dated **OCTOBER 15, 1985** revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgage is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (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 (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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums taxes and special assessments; and
- (b) 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 Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of principal of the said note.

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

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, or shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor 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 shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (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 after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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2. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

1400
MAY 11 1988

Tair Jazi
MORTGAGOR

TAIR ILJAZI, MARRIED TO
MAMEDI TO ILJAZI

Mortgagor

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