

# UNOFFICIAL COPY

WARRANT DEED 5 4 8 0 6 2

MAIL TO

Henry Hamblin  
NAME  
2715 N. Mason  
ADDRESS  
Chicago 60639  
CITY & STATE

JOINT TENANCY

86548062

THE GRANTORS: OVIDIO SALGADO and ELIZABETH SALGADO, his wife...

of the city of Chicago County of Cook State of Illinois  
for and in consideration of TEN and no/100 (\$10.00) DOLLARS  
and other good and valuable considerations in hand paid.

CONVEY and WARRANT to HENRY HAMBLIN (married to Katie Hamblin)

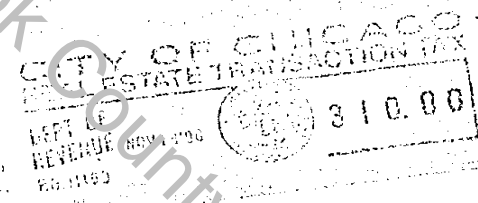
of the city of Chicago County of Cook State of Illinois  
not in Tenancy in Common, but in JOINT TENANCY, the following described Real  
Estate situated in the County of Cook in the State of Illinois, to wit:

Lot 18 in Block 7 in Titley's Subdivision of Lot 1 in The Circuit  
Court Partition of the West 1/2 of the Southeast 1/4 (except the  
South 33 1/3 acres thereof) and of the North 1/2 of the Southwest  
1/4 (except the South 33 1/3 acres thereof) of Section 29, Township  
40 North, Range 13, East of the Third Principal Meridian, in Cook  
County, Illinois.

PERMANENT REAL ESTATE INDEX NO. 13-29-401-017.

PROPERTY ADDRESS: 2715 N. Mason Ave. Chicago, Il. 60639

97



hereby releasing and waiving all rights under and by virtue of the Homestead Exemption  
Laws of the State of Illinois. TO HAVE AND TO HOLD said premises not in tenancy  
in common, but in joint tenancy forever.

DATED this 14th day of NOVEMBER 1986

Ovidio Salgado (Seal)

Elizabeth Salgado (Seal)

NOTE: PLEASE TYPE OR PRINT NAME BELOW ALL SIGNATURES.

Henry Hamblin	2524 W. Lyndale - Chicago, Il.	60647
Name of Grantee	Address	Zip
Henry Hamblin	2715 N. Mason Ave. Chicago, Il.	60639
Name of Taxpayer	Address	Zip
Robert Di Silvestro	3800 N. Austin Ave. Chicago, Il.	60634
Name of Person Preparing Deed	Address	Zip

This conveyance must contain the name and address of the grantee, (Ch.115: 12.1)  
name and address for tax billing, (Ch.115: 9.2) and name and address of person  
preparing instrument. (Ch.115: 9.3)

Hand Delivered 2/4/86

86548062

TRANSFER STAMP

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ovidio Salgado and Elizabeth Salgado,  
his wife,

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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.

Given under my hand and notarial seal this 14th day of November, 19 86

(Impress Seal Here)

Robert D. Alvarez  
Notary Public

Commission Expires April 1, 1989.

Property of Cook County Clerk's Office

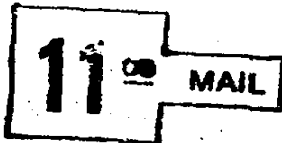
86-548062

DEPT-01 \$11.25  
T#0002 TRAN 0129 11/18/86 14:30:00  
#1600 ÷ B \*-86-548062  
COOK COUNTY RECORDER

State of Illinois  
DEPARTMENT OF REVENUE  
STATEMENT OF EXEMPTION UNDER REAL ESTATE TRANSFER TAX ACT

I hereby declare that this deed represents a transaction exempt under provisions of Paragraph \_\_\_\_\_, Section 4, of the Real Estate Transfer Tax Act.

8655



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signature of Buyer-Seller or their Representative \_\_\_\_\_

WARRANTY DEED  
JOINT TENANCY

TO

FROM

COOK COUNTY CLERK'S OFFICE  
STATE OF ILLINOIS  
RECORDS SECTION  
NOV 18 1986

STATE OF ILLINOIS  
NOV 18 1986

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid 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 hazard, 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 in form 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 jointly, 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 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 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 60 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 60 days 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.

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.

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, cost, 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 Mortgagee will, within (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.

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If the total of the payments made by the Mortgagee under subsection (b) of the preceding paragraph shall exceed the amount of the unpaid principal of the mortgage, the Mortgagee shall be deemed to have paid the amount of the unpaid principal of the mortgage in full and the balance of the payments made by the Mortgagee shall be applied to the payment of the interest on the mortgage. If the total of the payments made by the Mortgagee under subsection (b) of the preceding paragraph shall be less than the amount of the unpaid principal of the mortgage, the Mortgagee shall be deemed to have paid the amount of the unpaid principal of the mortgage in full and the balance of the payments made by the Mortgagee shall be applied to the payment of the interest on the mortgage. If the total of the payments made by the Mortgagee under subsection (b) of the preceding paragraph shall be equal to the amount of the unpaid principal of the mortgage, the Mortgagee shall be deemed to have paid the amount of the unpaid principal of the mortgage in full and the balance of the payments made by the Mortgagee shall be applied to the payment of the interest on the mortgage.

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this amount is not sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium (in lieu of a monthly charge) shall be provided by the Secretary of Housing and Urban Development, as follows:

(1) If the amount of the unpaid principal of the mortgage is less than \$10,000, the Secretary of Housing and Urban Development shall provide the holder hereof with funds to pay the next mortgage insurance premium (in lieu of a monthly charge) of one-half (1/2) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

(2) If the amount of the unpaid principal of the mortgage is \$10,000 or more, the Secretary of Housing and Urban Development shall provide the holder hereof with funds to pay the next mortgage insurance premium (in lieu of a monthly charge) of one-half (1/2) of one-half (1/2) per centum of the average outstanding balance due on the note computed 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 the mortgage 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 shall 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 charges (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.

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 collect 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.

That, together with, and in addition to, the monthly payments of the 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:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium (in lieu of a monthly charge) shall be provided by the Secretary of Housing and Urban Development, as follows:

(1) If the amount of the unpaid principal of the mortgage is less than \$10,000, the Secretary of Housing and Urban Development shall provide the holder hereof with funds to pay the next mortgage insurance premium (in lieu of a monthly charge) of one-half (1/2) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

(2) If the amount of the unpaid principal of the mortgage is \$10,000 or more, the Secretary of Housing and Urban Development shall provide the holder hereof with funds to pay the next mortgage insurance premium (in lieu of a monthly charge) of one-half (1/2) of one-half (1/2) per centum of the average outstanding balance due on the note computed 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 the mortgage 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 shall 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 charges (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.

AND the said Mortgagee further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That, together with, and in addition to, the monthly payments of the 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:

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 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 Mortgagee.

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 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.

AND the said Mortgagee further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That, together with, and in addition to, the monthly payments of the 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:

AND SAID MORTGAGOR covenants and agrees:

1200 MAIL

303R-481421-1

# UNOFFICIAL COPY

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FHA# 131-4691453703B  
LOAN# 6086-6724

## FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 14th DAY OF NOVEMBER, 1966,  
AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,  
THE MORTGAGEE, AND HENRY HAMBLIN MARRIED TO KATIE HAMBLIN  
\_\_\_\_\_, THE MORTGAGOR, AS FOLLOWS:

1. IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE SENTENCE WHICH READS AS FOLLOWS IS DELETED:  
THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS ON THE PRINCIPAL THAT ARE NEXT DUE ON THE NOTE, ON THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY; PROVIDED HOWEVER, THAT WRITTEN NOTICE OF AN INTENTION TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY (30) DAYS PRIOR TO PREPAYMENT.
2. THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, IS AMENDED BY THE ADDITION OF THE FOLLOWING:  
"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE."

IN WITNESS WHEREOF, HENRY HAMBLIN MARRIED TO KATIE HAMBLIN

\_\_\_\_\_ HAS SET HIS HAND AND SEAL THE DAY AND YEAR  
FIRST AFORESAID.

*Henry Hamblin*  
\_\_\_\_\_  
HENRY HAMBLIN

*Katie Hamblin*  
\_\_\_\_\_  
KATIE HAMBLIN "signing not as a

co-mortgagor but solely for the purpose of  
waiving any and all marital & homestead rights"

MORTGAGOR OR  
TRUSTEE'S  
SIGNATURE  
MORTGAGOR OR  
TRUSTEE'S  
SIGNATURE

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*[Signature]*  
\_\_\_\_\_  
SETTLEMENT AGENT



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Property of Cook County Clerk's Office

"FHA MORTGAGE RIDER"

This rider to the Mortgage between HENRY HAMBLIN MARRIED TO KATIE HAMBLIN and Margaretten & Company, Inc. dated NOVEMBER 14th, 1986 is deemed to amend and supplement the Mortgage of same date as follows:

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, 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 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 the principal of the said note.

Any deficiency in the amount of 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 (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.

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, 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 acquired 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.

Paragraph 5 of pg. 3 is added as follows: "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".

Henry Hamblin  
HENRY MORTGAGOR HAMBLIN

Katie Hamblin  
KATIE MORTGAGOR HAMBLIN "signing not as

a co-mortgagor but solely for the purpose of waiving any and all marital & homestead rights"

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07/01/2014