

# UNOFFICIAL COPY

FMC #460516-1

8 6 5 9 4 3 0 2

State of Illinois

## Mortgage

FHA Case No.

1314750971-703

This Indenture, Made this

5th

day of

DECEMBER

, 19 86, between

ETHEL M. MUHAMMAD MARRIED TO LAWRENCE MUHAMMAD

, Mortgagor, and

FLEET MORTGAGE CORP.

a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND

86594562

Mortgagors.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

(\$103,696.00-- ONE HUNDRED THREE THOUSAND SIX HUNDRED NINETY SIX AND NO/100----- Dollars payable with interest at the rate of TEN per centum ( 10.0-%) per annum on the unpaid balance until paid; and made payable to the order of the Mortgagor at its office in MILWAUKEE, WISCONSIN 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 NINE HUNDRED TEN AND 01/100----- Dollars (\$910.01----) on the first day of JANUARY 1987, and a like sum of 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

DECEMBER

, 20 16 .

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, doth by these presents Mortgage and Warrant unto the Mortgagor, 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 SOUTH 35 FEET OF LOT 22 IN PIERCE'S SOUTH SHORE ADDITION, A RESUBDIVISION OF LOTS 1, 2, 19 AND 20 AND THE EAST 1/2 OF LOTS 5 AND 18 IN BLOCK 5 IN STAVE AND KLEM'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

7311 S. OGLESBY  
CH 60  
20-25-220-003<sup>n</sup>c

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 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 Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (l)) in accordance with the regulations for those programs.

# UNOFFICIAL COPY

Page 4 of 4

13.26

113, 25  
167-01 DEPT-01 160002 TISAN 0330 12/12/86 13:48:00  
44769 4-27-A-56-594562  
COOK COUNTY RECORDER

JOAD 6 SOUTH WESTERN AVE  
CHICAGO, ILLINOIS 60643

THIS INSTRUMENT WAS PREPARED BY  
GRIG MELAUGHI JR P.R.  
Sweet Mortgage Corp.

at o'clock

and duly recorded in Book

Page

of

day of

A.D. 19

Doc. No.

Notary Public  
CAROLINA LUNDQUIST  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires April 1, 1987

Given under my hand and at the place and date first above written,  
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead,  
person whose name is ARE signed, sealed, and delivered the said instrument as THEIR  
subscribed to the foregoing instrument, appeared before me this day in  
XMAS, personally known to me to be the same  
aforesaid, Do hereby certify that ETHEL M. MUHAMMAD AND LAWRENCE MUHAMMAD  
, a Notary public, in and for the county and state  
I, UNDERSIGNED

County of COOK

State of Illinois

AND REC'D. THIS 14 DAY OF NOVEMBER, 1986  
AT THE HOMESTEAD EXEMPTIONS LAW OF THE STATE OF  
ILLINOIS AND THE ILLINOIS MARRIAGE ACT AND TO SBOARDINATE  
DISOLUTION OF MARRIAGE ACT IN THE PROPERTY, IF  
ALL SOULABLE INTERESTS IN THE PROPERTY, IF  
ANY TO THE LIEU OF THIS MORTGAGE.

(Seal)

ETHEL M. MUHAMMAD, MARRIED TO

(Seal)

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

# UNOFFICIAL COPY

16594302

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 NINETY 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 NINETY 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. Notwithstanding the foregoing, 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.

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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then 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 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.

An 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the 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.

AB5941562

# UNOFFICIAL COPY

That life will keep the impulsive man now existing of his creature precluded on the mortgagee property, insured as may be required from time to lime by the mortgagee himself, loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the mortgagee and for such amount of which has not been made memorable before. All insurance shall be carried in companies approved by the mortgagee and the amount of which may be required by the mortgagee and will pay promptly, when due, any premium on such insurance provided for by, whom may be entitled to receive it.

And as Additional Security for the payment of the Indebtedness  
afforded the Mortgagor does hereby assent to the Mortgagee all  
such rents, issues, and profits now due or which may hereafter  
become due for the use of the premises hereinabove described.

Any deficiency in the amount of any such aggregate liability pay-  
ments 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.

(iii) amortization of the principal of the said note; and  
(iv) late charges.

(a) All payaments mentioned in the preceding subseccion of this paragraf and all payaments under the note secured hereby shall be added together and the aggregate amount will record hereby shall be added together and the aggregate amount will record shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order as follows:

(i) Ground rents, if any, laxx, special assessments, fire, and other hazard insurance premiums;

members will become delinquent, such sums to be held by Mortgagor  
in trust to pay said ground rents, premiums, taxes and special  
assessments; and

(a) A sum equal to the ground rents, if any, next due, plus the premiumums that will arise, because due and payable on policies of freehold other than leasehold insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as calculated by the mortgagee) less all sums already paid therefor to the date when such ground rents, premiums, taxes and assess-  
 ments become due, before one month prior to the date when a number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assess-

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note assumed 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:

And the said Mortgagor further covenants and agrees as follows:  
That privilege is reserved to pay the debt, in whole or in part on  
any installment due date.

"It is especially provided, however, [all other provisions of this  
mortgage to the contrary notwithstanding, that the Major Mortgage  
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 improvement  
situated thereon, so long as the Major Lender shall, in good faith, can-  
not take the same or the value thereof approached by appraisement  
exceedings brought in a court of competent jurisdiction, which shall  
operate to prevent the collection of the tax, assessment, or lien so  
concealed and the sale or forfeiture of the said premises or any part  
thereof to satisfy the same."

In case of the reversal of effect of the Majorbugle to make such payments, or to satisfy fully prior lien or interest in any other claim that for wants of instruments on said premises, or to keep said premises in kind repair, the Majorbugle may pay, sue, and make such reparations, and insurance premiums, when due, and may make such reparations to the property herein mentioned, when due, and may deem necessary for the proper preservation thereof, as in his discretion, so paid or expended shall become so much additional debt due him, accrued by this litigation, to be paid out of proceeds of the sale of the Majorbugle premises, if not otherwise paid by the Majorbugle.

claims to do away with taxes and assessments on solid premises, or any tax  
or assessment that may be levied by authority of the State of Ill.  
In this, or of the County, town, village, or city in which the said  
land is situated, upon the proportionate amount of the ownership  
thereon; (2) a sum sufficient to keep all buildings that may at any  
time be on said premises, in a fit condition of said in-  
debtors, and insured for the benefit of the insurance of the forms  
of insurance, and in such amounts, as may be required by the  
Administrator, and for the benefit of the Administrator in such forms

To keep solid premises in good repair, and not to do, or permit to be done, upon said premises, any thing that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; nor to suffer any loss of mechanics men or material men to attach to said premises; to pay to the Collector, as hereinbefore mentioned, until paid, a sum equal to the amount of taxes, interest, and costs, and all other expenses, which may be incurred by him in collecting the same.

and apprentices, until the said Master-Apprentice presents, within the appropriate and auxiliary, unto the said Master-Apprentice, his apprenticeship documents hereby expressly released and valid.