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File Case No.

13134766668

State of Illinois

Mortgage

This Indenture, Made this 16TH day of DECEMBER , 19 86, between

EFRAIN S. FELICIANO AND PALMIRA VELEZ FELICIANO, HIS WIFE----- , Mortgagor, and
FLEET MORTGAGE CORP.-----
a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND
Mortgagee.

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 FORTY THREE THOUSAND FOUR HUNDRED NINETY TWO AND NO/100-----

Dollars

(\$ 43,492.00--> NINE AND payable with interest at the rate of ONE HALF per centum (9.5---- %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee 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 THREE HUNDRED SIXTY FIVE AND 70/100----- Dollars (\$365.70----) on the first day of FEBRUARY , 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 JANUARY 2017 .

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 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:

LOT 14 IN BLOCK 5 IN THE SUBDIVISION OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SOUTHWEST $\frac{1}{4}$ EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

13-35-32Lr-007

3723 W. Wabansia, Chgo, IL 60647

J-J-FD

DEPT-01 READING
T19944 LURN QRSZ 07-19-80
WY3B # 12 AC-A-13
COOK COUNTY MEDICAL

600E09309

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 (i)) in accordance with the regulations for those programs.

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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 THIRTY 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 THIRTY 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 advances 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 the 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.

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immediately notice by mail to the Mortgagor, who may make proof acceptable to the Mortgagor. In event of loss Mortgagor will give notice attached thereto loss payable clauses in favor of and in form of policies and renewals hereof shall be held by the Mortgagor and be carried in companies approved by the Mortgagor.

ment of which has not been made irretrievable. All insurance shall periods as may be required by the Mortgagor and will pay prompt- ly, when due, any premium in such insurance provided for such hazards, casualties and contingencies in such amounts and for such sum time to time by the Mortgagor himself as may be required.

That the Will keep the improvements now existing or hereafter

become due for the use of the premises heretofore described.

life rents, issues, and profits now due or willfully hereafter

afforded the Mortgagor does hereby assent, to the Mortgagor all

the amount of principal then remaining due under said note,

accrued interest, and insurance premiums shall be paid to the Mortgagor.

hereby, or in the Mortgagor's judgment otherwise after

of this mortgage remaining a public sale of the premises covered

paraphaph, if there is no default under any of the provisions

contained under the provisions of subsection (a) of the preceding

count of the Note, any balance remaining in the funds ac-

counting, and in the Mortgagor's discretion, credit to the ac-

counts, issues, and amounts of the note secured hereby, will pay

any sum made by the Mortgagor under to the Mortgagor.

counts, issues, and amounts, or insurance premiums shall be paid to the Mortgagor, or before the date when payment of such sum

shall pay to the Mortgagor any amount necessary to make up the

when the same shall become due and payable, then the Mortgagor

taxes, and assessments, or insurance premiums, in the case may be,

preceding paragraph shall not be sufficient to pay principal and rents,

balance made by the Mortgagor under subsection (a) of the

bagor, or refunded to the Mortgagor, the monthly

shall be credited on subsequent payments to be made by the Mort-

such excess, if the loan is current, in the option of the Mortgagor,

taxes, and assessments, or insurance made by the Mortgagor,

of the payments actually made by the Mortgagor under

subsection (a) of the preceding paragraph shall exceed the amount

of the total of the payments made by the Mortgagor under

involved in handling delinquent payments.

more than fifteen (15) days in arrears, to cover the extra expense

not to exceed four cents (4¢) for each dollar (\$1) for each payment

under this mortgage. The Mortgagor may collect a "late charge"

date of the next six months, consecutive in event of default.

ment shall, unless made good by the Mortgagor prior to the due

Any deficiency in the amount of any such aggregate monies

(d) late charges

(e) amortization of the principal of the said note; and

(f) interest on the note accrued hereby;

(g) round rent, if any, taxes, special assessments, fire, and other

rents;

be applied by the Mortgagor to the following items in the order set

shall be paid by the Mortgagor each month in a single payment to

hereby shall be added together and the aggregate amount thereof

(b) All payments mentioned in the preceding subsection of this

assessments, and

in trust to pay said ground rents, such sums to be held by Mortgagor

means will become delinquent, such sums to be held by Mortgagor

to the date when such ground rents, premiums, taxes and assess-

dictated by the number of months to elapse before one month prior

terminated by the Mortgagee less all sums already paid therefor

and other hazard insurance covering the mortgaged property, plus

premiums that will next become due on the mortgaged property, plus

of such equal to the ground rents, if any, next due, plus the

principal and interest payable under the terms of the note secured

that, together with, and in addition to, the monthly payments of

any privilege is reserved to pay the debt, in whole or in part on

And the said Mortgagor further covenants and agrees as follows:

thereof to satisfy the same.

contested and the title or validity of the tax, assessment, or lien so

claimed to prevent the collection of compensation justly due, shall

cease to be validity thereof by appropriate legal pro-

cessed to the same or the validity thereof by good faith, con-

sulted the attorney, so long as the Mortgagor shall, in good faith, con-

cerned, endeavor to remove any tax, assessment, or lien upon or

privilege not be required nor shall it have the right to pay, discharge,

mortgage to the contrary notwithstanding, that the Mortgagor

it is expressly provided, however, shall other provisions of this

Mortgagor.

the title of the mortgaged premises, if not otherwise paid by the

debtors, accrued by this mortgage, to be paid out of proceeds of

monies so paid or expended shall become so much additional in

amount necessary for the proper preservation thereof, and any

other expenses to good report, the Mortgagor may pay such

expenses or taxes or assessments on said premises, or to keep said

in case of the refusal or neglect of the Mortgagor to make such

Mortgagor.

of insurance, and in such amounts, as may be required by the

debtor, incurred for the benefit of the Mortgagor in such forms

time he on said premises, during the continuance of said in-

decreed; (2) a sum sufficient to keep all buildings that may at any

land to insure, upon the Mortgagor on account of the ownership

time, or of the cost, taxes, or water, or gas in which the said

or assessment that may be levied by authority of the State of (1)

claim to pay all taxes and assessments on said premises, or any tax

hereinafter provided, until said note is fully paid, (1) a sum suffi-

cient to attach to said premises, to pay to the Mortgagor, in

installments, not to suffer any loss of mechanics men or material

hereinafter, or of the security intended to be effected by virtue of this

To keep said premises in good repair, and not to do, or permit to

apparatus and fixtures, unto the said Mortgagor, its successors

and assigns to said Mortgagor does hereby expressly release and waive

benefits to said Mortgagor does hereby expressly release and waive

all rights and benefits under and by virtue of the former and

from all purposes and uses herein set forth, free

To leave and to hold the above-described premises, with the