

# UNOFFICIAL COPY

8 6 6 2 3 3 86623851

FMC/452874-1

FHA Case No.

131:4734588-703

State of Illinois

## Mortgage

This Indenture, Made this 18TH day of DECEMBER , 19 86 , between

WALLACE L. MULLEN AND DEBORAH A. MULLEN, 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 Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

(\$47,308.00---) FORTY SEVEN THOUSAND THREE HUNDRED EIGHT AND 00/100----- Dollars  
payable with interest at the rate of NINE ---- per centum (----9----%) 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 in-  
stallments of FOUR HUNDRED SEVENTY NINE AND 83/100----- Dollars (\$ 479.83-----)  
on the first day of FEBRUARY ----, 19 87, 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 -----, 2002 .

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 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:

W.M.  
D.M.  
LOT 94 IN RICHTON HILLS SUBDIVISION FIRST ADDITION, A PART  
OF THE SOUTHEAST 1/4 (EXCEPT THE NORTH 78 ACRES THEREOF) OF  
SECTION 27, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

HCO  
PERMANENT TAX NO. 31-27-411-014  
4221 GREENBRIER LANE  
RICHTON PARK, ILLINOIS 60471

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.

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ALAN S. KIRKWOOD, JR.  
DOCUMENT PREPARER AND D/C  
Fleet Mortgage Corp.  
1724 SOUTH HASTINGS  
HOMEWOOD, ILLINOIS 60430

86-623851

13  
00  
MAIL



COOK COUNTY RECORDING  
#86-623851 10/24/86 10:31:00  
TRAN 1059 10/24/86 10:31:00  
EFT-01 RECORDING \$13.25

at o'clock m., and duly recorded in Book Page

County, Illinois, on the day of A.D. 19

at o'clock

Filed for Record in the Recorder's Office of

Doc. No.

commencement of 11/2/86

Noary public

86623851

day December AD 19 86

18th

Given under my hand and Notarial Seal this

I, THE UNDERSIGNED, Do hereby Certify That WALLACE L. MULLEN, a Notary Public, in and for the County and State of Illinois, do file this instrument, for the purpose of recording the same in the office of the Recorder of Deeds of the County of Cook, Illinois, on the day and year first written, in the name of DEBORAH A. MULLEN, his wife, this wife, personally known to me to be the same 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.

County of COOK

State of Illinois

[Seal]

[Seal]

[Seal]

[Seal] DEBORAH A. MULLEN, HIS WIFE

[Seal] WALLACE L. MULLEN

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

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8 6 6 2 3 3 1

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 90 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 90 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 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 prior  
receiptable to the Mortgagee. In event of loss Mortgagor will form  
have attached thereto loss payable clauses in favor of and in form  
polices and renewals thereof shall be held by the Mortgagee and  
be carried in companies approved by the Mortgagee and the  
ment of which has not been made heretofore. All insurance shall  
periods as may be required by the Mortgagee and insurance premium  
hazards, casualties and contingencies in such amounts and for such  
from time to time by the Mortgagee against loss by fire and other  
erected on the mortgaged property. Insured as may be required  
That He Will Keep the improvements now existing or hereafter  
become due for the use of the premises hereinabove described.

That He Will Keep the improvements now due or which may hereafter  
arose said the Mortgagor does hereby assign to the Mortgagee all  
the amount of principal remaining unpaid under said note.

under subsection (a) of the preceding paragraph as a credit against  
acquired, the balance herein remaining, in the funds accumulated  
ment of such proceedings or at (in), since the time of the cumulative  
debt, or if the Mortgagee shall so do, at the public sale of the premises covered  
hereby, or of this mortgage reciting in full detail under any of the provisions covered  
of this mortgage reciting in full detail under any of the provisions covered  
paragraph. If there shall be a default under any of the preceding  
cumulated under the provisions of subsection (a) of the preceding  
count of the Mortgagee any balance remaining in the funds ac-

culmulating the amount of such indebtedness, hereby, the Mortgagee, full payment  
shall be removed from the title of any part thereof or tax lien upon or the same  
of the entire indebtedness represented thereby, the Mortgagee shall  
damage with the provisions of the note secured hereby, full payment  
any time the Mortgagee shall render to the Mortgagee, in accor-

rements, taxes, assessments, or insurance premiums shall be due, if at  
date of before the date when payment of such ground  
when the same shall become due and payable, then the Mortgagee  
taxes, and assessments, or insurance premiums, as the case may be,  
preceding paragraph shall not be sufficient to pay ground rents,  
payments made by the Mortgagee under subsection (a) of the  
Mortgagee, or relieved to the Mortgagee. If, however, the Mort-  
gagor, or relieved to the Mortgagee, to be made by the Mort-

shall be credited on subsequent payments to be made by the Mort-  
such excess, if the loan is current, at the option of the Mortgagee,  
taxes, and assessments, or insurance premiums, as the case may be,  
of the payments (a) of the preceding paragraph shall exceed the amount  
subsection (a) of the payments made by the Mortgagee under

If the total of the payments made by the Mortgagee 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 charge

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

date of the next such payment, constitute an event of default.

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

any deficiency in the amount of any such aggregate monthly pay-

(iv) late charges

(iii) amortization of the principal of the note; and

(ii) interest on the note secured hereby;

(i) ground rents, if any, taxes, special assessments, fire, and other

hazard insurance premiums;

(f) to be applied by the Mortgagee to the following items in the order set

forth:

hereby shall be added together and the aggregate amount thereof

paraphraph and all payments to be made under the note secured

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

assessment; and

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

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

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

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

estimated by the Mortgagee less all sums already paid therefor

and other hazard insurance covering the mortgaged property, plus

premiums that will next come due and payable on policies of life

taxes and assessments next due on the mortgaged property, plus

any sum equal to the ground rents, if any, next due, plus the

of each month until the said note is fully paid, the following sums:

hereby, the Mortgagee will pay to the Mortgagee, on the first day

of each month until the said note is secured

primarily and in part to pay the monthly payments of the

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

any installment due date.

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

And the said Mortgagee further covenants and agrees as follows:

thereof to satisfy the same.

operated and the collection of the tax, assessment, or lien so

ceded by the Mortgagee in a court of competent jurisdiction, which shall

test the same or the validity thereof by appropriate legal pro-

vided therefor the collection of the tax, assessment, or lien upon or the impropriet-

or remove any tax, assessment, or tax right to pay, discharge,

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

mortgage to the contrary notwithstanding, that the Mortgagee

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

Mortgagee.

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

debtor, secured by this mortgage, to be paid out of proceeds of

such repairs to the property herein mortgaged as in its discretion

assessments, and insurance premiums, when due, and may make

repairs in good repair, the Mortgagee may pay such taxes,

that for taxes or assessments on said premises, or to keep said

In case of the refusal of neglect of the above to make such

Mortgagee.

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

debtor, secured for the benefit of the Mortgagee in such forms

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

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

land is situated, upon the building on account of the ownership

liens, or of the country, town, village, or city in which the said

or assessment that may be levied by authority of the State of Ill-

inois 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 Mortgagee, as

instrument; not to suffer any lien of mechanics men or material

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

and from all rights and benefits under and by virtue of the Home

Exemption Laws of the State of Illinois, which said rights and

from all assessments, forever, for the purposes and uses herein set forth, free

and appurtenances and fixtures, unto the said Mortgagee, its successors

and assigns, forever, for the purposes and uses herein set forth, free

and appurtenances and fixtures, unto the said Mortgagee, with the

And Said Mortgagee covenants and agrees:

hereof to said Mortgagee does hereby expressly release and waive.

Exemption Laws of the State of Illinois, which said rights and

from all assessments, forever, for the purposes and uses herein set forth, free

and appurtenances and fixtures, unto the said Mortgagee, its successors

and assigns, forever, for the purposes and uses herein set forth, free

and appurtenances and fixtures, unto the said Mortgagee, with the

To Have and to Hold the above-described premises, with the

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

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

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

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

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