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87-423771

State of Illinois

Mortgage

FMA Case No.

131:5115386:703

This Indenture, made this 24th day of July .19 87, between
ANDREW T. GIVENS AND CHERYL GIVENS, HIS WIFE

. Mortgagor, and

The First Mortgage Corporation

a corporation organized and existing under the laws 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 THOUSAND THREE HUNDRED FORTY ONE AND 00/100 Dollars (\$ 80,341.00)

payable with interest at the rate of TEN

per centum (10.0000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

FLOSSMOOR, ILLINOIS

at such other place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of SEVEN HUNDRED FIVE AND 05/100 Dollars (\$ 735.95)

on September 1 .19 87, 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 August 1 .20 17

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 Warraat 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 72 IN RICHTON CROSSING UNIT NUMBER 1, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF RICHTON PARK IN COOK COUNTY, ILLINOIS.

TAX I.D. #31-34-103-023 C AOP

DEPT-01 RECEIVING \$13.25
RECEIVED BY MAIL 07/13/87 15:47:00
1980 # D X-37 823771
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PROPERTY ADDRESS: 22626 LATONIA DRIVE
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 (i)) in accordance with the regulations for those programs.

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THIS INSTRUMENT PREPARED BY: MARLE RODCHE, THE FIRST MORTGAGE CORPORATION
19831 GOVERNORS HIGHWAY, FLOSSMOOR, ILLINOIS 60422



Given under my hand and Notarial Seal this		day of	Month Year
A.D. 19			
<p style="text-align: center;">My Commission Expires July 1, 2020</p> <p style="text-align: center;">Marilyn T. Schmidt</p> <p style="text-align: center;">Notary Public, State of Illinois Notary for Record in the Recorder's Office of County, Illinois, on the _____ day of _____ A.D. 19_____</p>			

free and voluntary act for the uses and purposes thereto set forth, including the release and waiver of the right of homestead.

1. THE UNDERSTANDING
ofressad Do hereby certify That
ANDREW T. GIVENS
a Notary Public, in and for the County and State
of Wisconsin, personally known to me to be the same

1. THE UNDESIGNED AND CHERYL GIVENS
and Cheryl Givens
JANET DO HERTHY CERTIFY THAT ANDREW T. GIVENS
a notary public in and for the county and State
of this wife personally known to me to be the same

[SEAL] [SEAL] [SEAL]

[SEAL] _____ [SEAL] _____

[SEAL] _____ [SEAL]

ANDREW T. GIVENS CHERYL GIVENS

ANDREW T. GIVENS

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

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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 ~~150~~ 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 ~~60~~ 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. 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 proceeding, shall be a further item 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 cause, advertising, sale, and conveyance, including attorney's, solicitor's, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the money 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 also 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 cancellation of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or cancellation 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. Whenever 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 have attached thereto loss payable clauses in favor of and in form policies and renewals appended by the Mortgagor shall be held by the Mortgagor and be carried in companies approved by the Mortgagor. All insurance shall be carried in which has not been made heretofore. Any premium paid period, casualties and contingencies in such amounts and for such amount of time to the Mortgagor does hereby assume no liability or hazard, hazards, casualties and contingencies in such amounts and for such period as may be required by the Mortgagor and will pay promptly.

That He Will Keep the improvements now existing or hereafter erected on the Mortgagor's property, insured as may be required from time to time by the Mortgagor due to fire and other hazards, issues, and profits now due or which may hereafter

become due for the use of the premises hereinabove described under subsection (a) of the preceding paragraph as a credit against the rents, issues, and profits now due or which may hereafter

arose said the Mortgagor does hereby assign to the Mortgagor all And as Additional Security for the payment of the indebtedness the amount of participation therein remaining unpaid under said note,

under subsection (a) of the preceding paragraph as a credit against the rents, issues, and profits now due or which may hereafter acquired, the balance then remaining in the funds accumulated acquire, the proceedings of, at the time the property is otherwise dealt with, the Mortgagor shall apply, at the time of the commencement of such proceedings hereby, or if the Mortgagor does otherwise act, or if this mortgagee recouping its public sale of the premises covered of this mortgagee recouping in a public sale of the premises covered paragraph, it shall be a default under any of the provisions cumulated, and, the provisions of subsection (a) of the preceding paragraph, it shall be a default under any balance remaining in the funds ac-

coun of the Mortgagor any balance remaining in the account of the entire indebtedness represented thereby, the full payment of which the Mortgagor shall be required to pay to the Mortgagor, in account of taxes, assessments, or insurance premiums shall be due, if at any time the Mortgagor shall tender to the Mortgagor, however, in account of taxes, assessments, or insurance premiums shall be due when pay to the Mortgagor any amount necessary to make up the when the same shall become due and payable, when the Mortgagor taxes, and assessments, or insurance premiums, as the case may be, proceeding paragraph shall not be sufficient to pay to the Mortgagor, any deficiency, or before the date when payment of such pro-

vided in subsection (a) of the preceding paragraph under subsection (a) of the total of the payments made by the Mortgagor under subsection (a) of the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount involved in handling documents payments.

more than fifteen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (5¢) for each payment under this mortgage. The Mortgagor may collect a late charge date of the next such payment, constituting an event of default if the shall be credited on subsequent payments to be made by the Mortgagor, or referred to the loan is current, at the option of the Mortgagor, and assessments made by the Mortgagor prior to the date of the payment of the principal, constitutes an event of default.

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

(i) late charges

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

(iii) interest on the note secured hereby;

(iv) hazard insurance premiums,

forfeiture: upon said premises in good repair, and not to do, or permit to be applied by the Mortgagor to the following items in the order set

shall be added together and the aggregate amount: therefore hereby shall be paid by the Mortgagor each month in a single payment to

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

assessments, and in trust to pay said round rents, if any, taxes, special assessments, fire, and other

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

to the date when such round rents, premiums, taxes and assesses- divided by the number of months to elapse before one month prior estimated by the Mortgagor less all sums already paid therefor taxes and assessments next due on the Mortgaged property (all as premiums that will become due and payable on policies of fire and other hazards included in the Mortgagor's property, plus premiums that will become due and payable on policies of fire

(a) A 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: 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 Mortgagor, on the first day received on said Mortgagor will pay to the Mortgagor, on the note secured principal, the Mortgagor will pay to the Mortgagor, on the note secured

any installment due date.

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

And the said Mortgagor further covenants and agrees as follows:

herein to satisfy the same.

consisted and the sale or forfeiture of the said premises or any part operated to prevent the collection of the tax, assessment, or lien so created in a court of competent jurisdiction, which shall

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

ceedings brought in a court of competent jurisdiction, which shall situated thereon, so long as the Mortgagor shall in good faith, con-

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

cedures described herein or any part thereof to pay, discharge,

or remove any tax, assessment, or lien upon or against the improp-

mortgage to the contrary notwithstanding, that the Mortgagor

is expressly provided, however, that other provisions of this

Mortgagor.

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

debtor, or by this Mortgagor, to be paid out of proceeds of monies so paid or expended shall become so much additional, in-

may deem necessary for the proper preservation thereof, and any such receipts to the property herein mortgaged as in its discretion in assessments, and insurance premiums, when due, and may make

payments in repair, the Mortgagor shall pay to the Mortgagor, however, in such taxes.

in case of the refusal of neglect of the Mortgagor to make such payments, or to satisfy any prior lien or claim of another other than

liens, or to satisfy any prior lien or claim of another other than

or assessments that may be levied by authority of the State of Illinoi

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

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

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

men to suffer any loss or damage by virtue of this instrument

be done, upon said premises, anytime that may impair the value

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

and Said Mortgagor covenants and agrees:

benefits to said Mortgagor does hereby expressly release and waive

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

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

and seizures, however, for the purposes and uses herein set forth, free

appurtenances and fixtures, unto the said Mortgagor, its successors

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

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742311

ADDENDUM TO MORTGAGE

Date July 24, 1987

FHA Case # 131:5115386:703

Property Address: 22626 LATONIA DRIVE
RICHTON PARK, ILLINOIS 60471

THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING COMMISSIONER, OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE IF ALL OR A PART OF THE PROPERTY IS SOLD OR OTHERWISE TRANSFERRED (OTHER THAN BY DEVISE, DESCENT OR OPERATION OF LAW) BY THE MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER THAN 24 MONTHS AFTER THE DATE OF EXECUTION OF THIS MORTGAGE OR NOT LATER THAN 24 MONTHS AFTER THE DATE OF A PRIOR TRANSFER OF THE PROPERTY SUBJECT TO THIS MORTGAGE, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.



Borrower ANDREW T. GIVENS

Borrower



Borrower CHERYL GIVENS

Borrower

1742311
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Property of Cook County Clerk's Office

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