

Loan # 059907-6 PIF 4/13/87

\$19.00

KNOW ALL MEN BY THESE PRESENTS, That the

Dovenmuehle Mortgage Inc. f/k/a Gildorn Mortgage Midwest Corp.a corporation of the State of Delawarefor and in consideration of the payment of the indebted-
ness secured by the Mortgage hereinafter mentioned, and the cancellation of all

the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby

REMISE, RELEASE, CONVEY and QUIT CLAIM unto Jose L Gomez, divorced and not
(NAME AND ADDRESS)remarried and Adriann Matos, divorced and not remarried -1108 N Pulaski,
Chicago, Il.

heirs, legal representatives and assigns all the right, title, interest, claim or demand whatsoever it may have ac-

quired in, through or by a certain Mortgage, bearing date the 29th day of November1987, and recorded in the Recorder's Office of Cook County, in the State of Illinoisin book _____ of records, on page _____, as document No. 21729872to the premises therein described, situated in the County of Cook, State of Illinois, as

follows, to wit:

Lot Seventeen (17) in block Six (6) in Mills and Sons Subdivision
of blocks One (1), Two (2), Seven (7) and Eight (8) in the Resub-
division of blocks One (1) and Two (2) in Posters Subdivision of
the East Half of the South East Quarter of Section Three (3),
Township Thirty Nine (39) North, Range Thirteen (13), East of
the Third Principal Meridian, in Cook County, Illinois.

Property Address: 1180 N. Pulaski Rd.
Chicago, Il. 6065116-03-407-037 TPTax ID# 16034070370000

together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said Dovenmuehle Mortgage Inc. f/k/a GildornMortgage Midwest Corp.
has caused these presents to be signed by its Vice President, and attested by its Asst. Vice Pres.and its corporate seal to be hereto affixed, this 8th day of July, 1987.Dovenmuehle Mortgage Inc. f/k/a Gildorn
Mortgage Midwest CorporationBy Mary K Przybyla
Mary K Przybyla Vice PresidentAttest: Carol Green
Carol Green Asst. Vice Pres.

**FOR THE PROTECTION OF THE OWNER,
THIS RELEASE SHALL BE FILED WITH
THE RECORDER OF DEEDS IN WHOSE OF-
FICE THE MORTGAGE OR DEED OF TRUST
WAS FILED.**

This instrument was prepared by Sandy Gross Dovenmuehle Mortgage Inc.
(Name) (Address)

DA 7080187

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UNOFFICIAL COPY

RELEASE DEED

By Corporation

TO

ADDRESS OF PROPERTY:

BOX 333 - HW

MAIL TO:

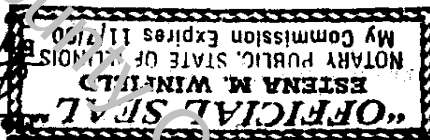
Adelma Lopez

1108 N. Palaski

Chicago IL 60651

GEORGE E. COLE
LEGAL FORMS

Property of Cook County



My Commission Expires 11/7/90

GIVEN under my hand and Notary seal this 8th day of July 1987, Dovenmuehle Mortgage Inc., f/k/a Gildorn

free and voluntary act of said corporation, for the uses and purposes therein set forth.

by the Board of Directors of said corporation, as their free and voluntary act, and as the

corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given

signed and delivered of the said instrument as Vice President and Asst. Vice Pres. of said

and severally acknowledged that as such Vice President and Asst. Vice Pres. they

same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person

known to me to be the Asst. Vice Pres. of said corporation, and personally known to me to be the

Gildorn Mortgage Midwest Corporation, and Carol Green, personally

personally known to me to be the Vice President of the Dovenmuehle Mortgage Inc., f/k/a

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mary K. Pizybyla

I, Estena M. Winfield

COUNTY OF Cook

STATE OF Illinois

SS.

1987 AUG -6 PM 2:25

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UNOFFICIAL COPY

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STATE OF ILLINOIS

COUNTY OF COOK

I, Lois Marie Fleming, a notary public, in and for the county and State of Illinois, do hereby certify that Jose L. Gomez, divorced and not remarried, and Adriana Matos, divorced and not remarried, personally known to me to be the same person whose names 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 free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

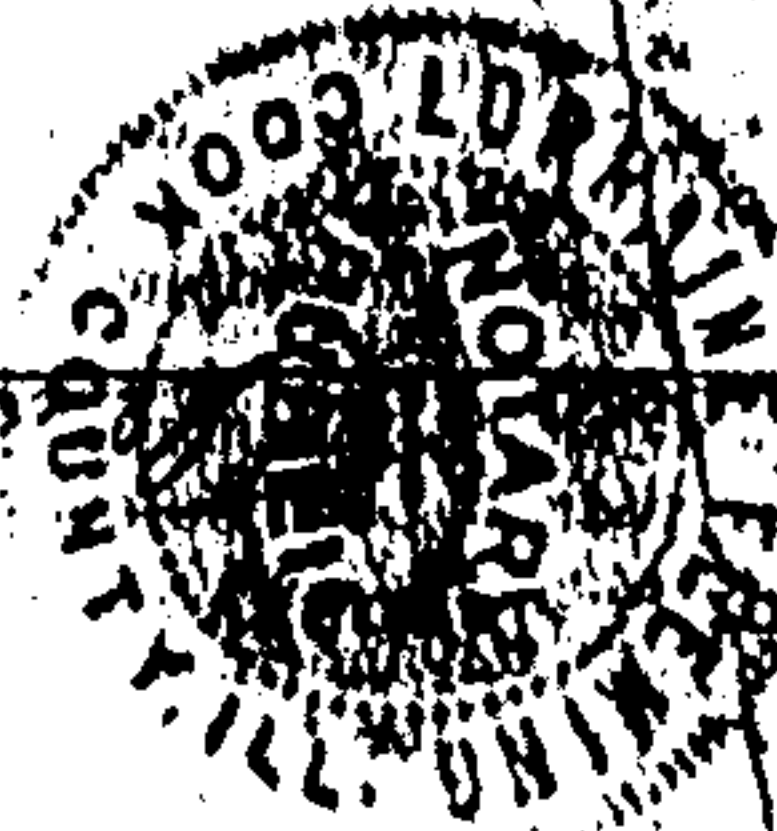
GIVEN under my hand and Notarial Seal this

5th

day

A. D. 1971

Notary Public



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 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.

UNOFFICIAL COPY

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This form is used in connection with mortgages insured under the one-to-four-family provisions of the National Housing Act.

MORTGAGE NOTE

FHA CASE NO.

131-183737-303

CANCELLED

Chicago, Illinois.
November 29, 1971.

FOR VALUE RECEIVED, The undersigned promise(s) to pay to the order of

McELVAIN-REYNOLDS CO.

the principal sum of ~~Seventeen Thousand Five Hundred and no/100~~ ~~Eighteen Thousand Three Hundred Fifty and no/100~~ Dollars (\$18,350.00), with interest from date at the rate of SEVEN per centum (7%) per annum on the unpaid balance until paid; the said principal and interest to be payable in monthly installments as follows:

ONE HUNDRED FORTY-FIVE and 80/100 (\$135.80) Dollars

~~ONE HUNDRED FORTY-TWO AND 40/100~~ Dollars (\$142.40) on the first day of JANUARY, 1972, and like sum on the first day of each and every

month thereafter until this 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, 1991.

Both principal and interest shall be payable at the office of McELVAIN-REYNOLDS CO. 111 West Washington Street in Chicago, Illinois, or at such other place as may from time to time be designated in writing.

Upon default in the payment of any such installment of principal and interest for a period of thirty (30) days after the due date thereof, the holder of this note may, at its option, and without notice, declare all the unpaid principal and accrued interest of said note immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest, and notice are hereby waived.

(Signature)

(Address)

(Signature)

(Address)

Jose L. Gomez

1108 North Pulaski Road, Chicago, Illinois

Adrianna Matos

1108 North Pulaski Road, Chicago, Illinois

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

PAY TO THE ORDER OF

Without Recourse

PERCY WILSON MORTGAGE AND FINANCE CORPORATION

By John P. O'Connor
JOHN P. O'CONNOR, Secretary

Pay to the order
of

PERCY WILSON MORTGAGE AND FINANCE CORPORATION
Without Recourse

McELVAIN-REYNOLDS CO.

By Charles B. Fuller
Vice President

ATTEST: Lucene Fleming
ASSISTANT VICE PRESIDENT

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UNOFFICIAL COPY

This form is used in connection with mortgages insured under the one-to-four-family provisions of the National Housing Act.

* GPO: 1970 O - 611-971

800

BOX 808
STATE OF ILLINOIS

LOAN NO. 131-183737-303

Mortgage

JOSE L. GOMEZ, divorced and
ADRIANNA MATOS, divorced

TO

McELVAIN-REYNOLDS CO.
F-6713

DOC. NO.

Filed for Record in the Recorder's

Office of _____ County,

Illinois, on the _____ day of

_____ A.D. 19 _____ at

_____ o'clock _____ m., and

_____ duly recorded in Book

_____ of _____ page

Clerk.

McElvain-Reynolds Co.
111 West Washington Street
Chicago, Illinois 60602

700

GIVEN under my hand and Notarial Seal this

I, _____ a notary public, in and for the county and State of _____ do hereby certify that JOSE L. GOMEZ, divorced and ADRIANNA MATOS, divorced 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.

STATE OF ILLINOIS
COUNTY OF COOK

JOSE L. GOMEZ [SEAL]
ADRIANNA MATOS [SEAL]
[SEAL]
[SEAL]
WITNESS the hand and seal of the Mortgagor, the day and year first written.
DEC-2-71 5 54 P.M. REC

1971 DEC 2 AM 10 55

RECEIVED AT CHICAGO
ILLINOIS

21862117

8.00

31182428

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21783991

Ma: (TO
Adriana Lopez
1108 N. Pulaski
Chicago, Ill.
60656

UNOFFICIAL COPY

MORTGAGE

FHA FORM NO. 2116 M
Rev. 9/70

THIS INDENTURE, Made this 29th day of NOVEMBER, 1971, between
 and not remarried
 JOSE L. GOMEZ, divorced and ADRIANNA MATOS, divorced and /, Mortgagor, and
 McELVAIN-REYNOLDS CO.
 a corporation organized and existing under the laws of DELAWARE
 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 ~~EIGHTEEN THOUSAND SEVENTEEN~~
~~THOUSAND FIVE HUNDRED AND NO/100~~ Dollars (\$ ~~17,500.00~~) payable with interest at
 THREE HUNDRED FIFTY AND NO/100 Dollars (\$ ~~18,350.00~~) per annum on the unpaid bal-
 ance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO
 ILLINOIS, or at such other place as the holder may designate in writing, and deliver-
 ed; the said principal and interest being payable in monthly installments of ~~ONE HUNDRED~~
~~ONE HUNDRED FORTY AND NO/100~~ Dollars (\$ ~~142.40~~) on the first day
 of JANUARY, 1972, 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 DECEMBER, 1991.

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 pres-
 ents 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 Seventeen (17) in block Six (6) in Mills and Sons Subdivision
 of blocks One (1), Two (2), Seven (7) and Eight (8) in the Resub-
 division of blocks One (1) and Two (2) in Fosters Subdivision of
 the East Half of the South East Quarter of Section Three (3),
 Township Thirty Nine (39) North, Range Thirteen (13), East of
 the Third Principal Meridian, in Cook County, Illinois.

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 Mort-
 gagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said
 Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights
 and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights
 and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything
 that may impair the value thereof, or of the security intended to be effected by this instrument; not to
 suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as here-
 inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said prem-
 ises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town,
 village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2)
 a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said
 indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may
 be required by the Mortgagee.

16-03-407-037 TP
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BAY

DA 7080187

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AC: #2

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If the total of the payments made by the Mortgagor under subsection (4) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes and assessments, or insurance premiums, as the case may be, such excess at the option of the Mortgagee 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 (4) 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 recited hereby, full payment of the entire indebtedness which the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (4) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (4) 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 acquires 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 (4) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (4) of the preceding paragraph.

(II) Ground rent, if any, (taxes, special assessments, fire, and other hazard insurance premiums);

(III) Interest on the note received hereby; and

(IV) Amortization of the principal of the said note.

(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 Mortgagor each year until the principal of the note has been paid in full. In the event of the death of the Mortgagor, the note shall become due and payable immediately, with interest to be paid by the Mortgagor in full to pay said ground rent, premium, taxes and special assessments, and

(11) It and no long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) per centum of the average outstanding balance due on the note.

paid in full, the following sums:

That, together with, and in addition to, the monthly payments of principal and interest payable under the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the

the aggregate amount of premium charges which would have been payable if the mortgage had continued to be applied for by the Mortgagee upon its obligation to the Secretary of

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further, that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Mortgagee an adjusted premium charge of one

AND the said Mortgagee further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgage shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessments, or tax 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 proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the same, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof or the improvements situated thereon.

Mortgages may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs or alterations as may be necessary for the proper preservation thereof. In case of the refusal or neglect of the Mortgagor 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 property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof 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 Mortgagor.

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UNOFFICIAL COPY

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.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 35 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 35 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, 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.

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 thirty (30) days after written demand therefor by Mortgagee, 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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