

# UNOFFICIAL COPY

87-466152  
37466152

State of Illinois

## Mortgage

FHA Case No.

131:5115422:703

This Indenture, made this 18th day of August, 19 87, between

DONALD B. DAVIS, A BACHELOR

, 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 SIXTY TWO THOUSAND FOUR HUNDRED EIGHTY SEVEN AND 00/100 Dollars (\$ 62,487.00)

payable with interest at the rate of TEN AND ONE HALF

per centum ( 10.5300 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in FLOSSMOOR, ILLINOIS , 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 FIVE HUNDRED SEVENTY ONE AND 59/100 Dollars (\$ 571.59 )

on October 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 September 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 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 9 IN BLOCK 6 IN SURREYBROOK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, APRIL 19, 1973 AS DOCUMENT NUMBER 22296201, IN COOK COUNTY, ILLINOIS.

TAX I.D. #32-25-113-009 C 804

PROPERTY ADDRESS: 21606 CHARLOTTE COURT  
SAUK VILLAGE, ILLINOIS 60411RECE-01 RECORD#1143 \$15.25  
1P-0984 TRAN 1083 08/24/87 14:33:00  
H/45% 11 TX 14-1083 7-114-6 3.5522  
COOK COUNTY RECORDER

87-166152

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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15 00 MAIL RDP-82118M.1 (B-85 Edition)  
24 CFR 203.17(a)

VMP-4A (IL)

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This Instrument Prepared by: DIANE SWEENEY, The First Mortgage Corporation  
19831 GOVERNORS HIGHWAY, FLOSSMOOR, ILLINOIS 60422



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Property of Cook County Clerk's Office

At Official  
Doc. No.  
My Commission Expires 11/9/99  
Notary Public, State of Illinois  
Diane E. Garey  
Official Seal  
Filed for Record in the Recorder's Office of  
County, Illinois, on the  
day of A.D. 19

Given under my hand and Notarial Seal this  
day of August 18, 1988  
A.D. 19

I, THE UNDERSIGNED, DONALD B. DAVIS, A BACHELOR  
of Law, Do hereby Certify That  
a Notary Public, in and for the County and State  
of Illinois, Person personally known to me to be the same  
person and acknowledged that HE  
subscribed to the foregoing instrument, appeared before me this day in  
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Notarized person  
Subscribed to the foregoing instrument, appeared before me this day in  
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Notary Public Seal  
Filed for Record in the Recorder's Office of  
County, Illinois, on the  
day of August 18, 1988  
A.D. 19

(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

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

DONALD B. DAVIS

A large, handwritten signature of Donald B. Davis, appearing to be "DONALD B. DAVIS".

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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 ~~90 DAYS~~ 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 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  
accordable to the Mortgagor. In event of loss Mortgagor will give  
have attached thereto less payables clauses in favor of and in form  
police and conditions mentioned in the Mortgagor shall be held by the Mortgagor and  
be certified in companies approved by the Mortgagor and the  
ment of which has not been made heretofore. All insurance shall  
by, when due, any premium now existing or hereafter  
periods as may be required by the Mortgagor and paid for such  
hazard, casualties and contingencies in such amounts and for such  
from time to time by 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.  
the rents, issues, and profits now due of which may hereafter  
alrossaid the Mortgagor does hereby assent to the Mortgagor all  
And As Additional Security for the payment of the indebtedness  
the amount of principal then remaining in the monthly note,  
under subsection (a) of the preceding paragraph as a credit against  
accrued, the balance then remaining in the funds accumulated  
dearly, the Mortgagor shall apply, at the time the property is otherwise  
ment of such proceedings or, if the time the property is otherwise  
dearly, or if the Mortgagor acquires the property otherwise after  
hereby, of this mortgagee, resulting in a public sale of the premises covered  
of this mortgagee resulting in a public sale of the provisions  
paragraph, if there shall be a default under any of the preceding  
cumulated and, the provisions of subsection (a) of the preceding  
count of the Mortgagor. Any balance remaining in the ac-  
in compliance with the amount of such indebtedness, secured hereby, full payment  
of the entire indebtedness represented hereby, the Mortgagor shall  
any time the Mortgagor shall tender to the Mortgagor, in ac-  
any taxes, assessments, or insurance premiums shall be due, if in  
when the same shall become necessary to make up the  
decreases, and assessments, or insurance premiums shall be  
taxes, and assessments actually made by the Mortgagor, in the case may be,  
payments paragraph shall not be sufficient to pay ground rents,  
preceding paragraph made by the Mortgagor under  
any time the Mortgagor shall tender subsection (a) of the  
payments made to the Mortgagor, if, however, the monthly  
bagor, or received to the Mortgagor. If the Mortgagor  
shall be credited on subsequent payments to be made by the Mort-  
such excess, if the loan is current, at the option of the Mortgagor,  
taxes, and assessments actually made by the Mortgagor prior to the due  
of the payments actually made by the Mortgagor prior to the due  
subsection (a) of the preceding paragraph shall exceed the amount  
If the total of the payments made by the Mortgagor under  
any defalcacy in the amount of any such aggregate monthly pay-  
ments will become delinquent, such sums to be held by Mortgagor under  
assessments; and  
in trust to pay said ground rents, premiums, taxes and specific  
menets will become delinquent, such sums to be held by Mortgagor  
and assessors  
and assigees, to the above-described premises, with the  
apportionments and fixtures, unto the said Mortgagor, its successors  
from all rights and benefits under and by virtue of the Homestead  
Exemption Law of the State of Illinois, which said rights and  
benefits to said Mortgagor does hereby expressly release and waive.

to the date when such ground rents, premiums, taxes and assessors  
divided by the number of months to elapse before one month prior  
settled by the Mortgagor less all sums already paid therefor  
taxes and assessments next due on the mortgage held property (all as  
and other hazards insurance covering the mortgaged property, plus  
premiums that will next 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:  
hereby, the Mortgagor will pay to the Mortgagor, on the first day  
principal and interest payable under the terms of the note secured  
that, together with, and in addition to, the monthly payments of  
any instalment due date.  
That 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.  
carried and the sale or forfeiture of the tax, assessment, or lien so  
operative to prevent the collection of the tax, assessment, or lien so  
cedings brought in a court of competent jurisdiction, which shall  
least the same or the validity thereof by appropriate legal pro-  
stimated direction, so long as the Mortgagor shall, in good faith, con-  
 premises described herein or any lien upon or against the  
or remove any tax, assessment, or tax lien upon or against the  
shall 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 (all other provisions of this  
Mortgagor.  
the sale of the mortgage held premises, if not otherwise paid by the  
decreases, secured by this mortgage, to be paid out of proceeds of  
monies so paid or expended for the proper preservation thereof, and any  
may deem necessary for the proper herein mortgagor as in its discretion in  
such receipts to the property herein mortgaged as in the case make  
assessments, and insurance premiums, when due, and may make  
premises in good repair, the Mortgagor may pay such taxes,  
there for taxes or assessments on said premises to keep said  
payments, or to satisfy any lien, or claim otherwise than  
in case of the refusal or neglect of the Mortgagor to make such  
Mortgagor.  
of insurancce, insured for the security of the Mortgagor in the  
decreases, insured for the security of the Mortgagor in such forms  
lime be on said premises, using the convenience of said in  
thereof; (2) a sum sufficient to keep all buildings that may at any  
land is situated, upon the city in which the said  
liens, or of the county, town, village, or city in which the said  
or assessment that may be levied by authority of the State of Il-  
cident to pay all taxes and assessments on said premises, or any tax  
hereinafter provided, until said note is fully paid, (1) a sum suffi-  
means to attach to said premises, to pay to the Mortgagor, as  
instrument; not to suffer any lien or mechanics men or material  
be done, upon said said premises, anything that may impair the value  
thereof, 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  
And Said Mortgagor covnents and agrees:

To Have and to Hold the above-described premises, with the  
apportionments and fixtures, unto the said Mortgagor, its successors  
from all rights and benefits under and by virtue of the Homestead  
Exemption Law of the State of Illinois, which said rights and  
benefits to said Mortgagor does hereby expressly release and  
waive.

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## ADDENDUM TO MORTGAGE

Date August 18, 1987

FHA Case # 131:5115422:703

Property Address: 21606 CHARLOTTE COURT  
SAUK VILLAGE, ILLINOIS 60411

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 DONALD B. DAVIS

Borrower

Borrower

Borrower

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