

UNOFFICIAL COPY

FHA Case No. 131:5120719-703

State of Illinois

Mortgage

87507639

2 of 3

C117203-B/P

This Indenture, made this 27th day of August, 1987, between

Kevin L. Kilpatrick and Veleese Kilpatrick, husband and wife

American States Mortgage, Inc.

Mortgagor, and Mortgagee, and

a corporation organized and existing under the laws of the States 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 Fifty Five Thousand Eight Hundred Forty Four And No/100-----

Dollars (\$ 55,844.00) payable with interest at the rate of Ten and one-half per centum (10.5 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in: Homewood, Illinois

other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Five Hundred Ten And 83/100-----

of October, 1987, 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, 2017

Now, Therefore, the said Mortgagor, for the better securing of the payment of 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 32 in Block 8 in Calumet Park Third Addition, being a Subdivision of Part of the South West Quarter of Section 2, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded August 7, 1925 as Document Number 8999101, in Cook County, Illinois

Tax Number: 29-02-305-013 TP FBO

Property Address: 14221 Dobson Avenue
Dolton, IL 60419

This Document Was Prepared By:
American States Mortgage, Inc.
2028 Elm Road
Homewood, IL 60430

When Recorded Mail To:
WestAmerica Mortgage Company
850 East Algonquin Road
Schaumburg, IL 60173

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.

Coldwell Banker Title Services, Inc.

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and special assessments; and by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be held in trust for the Mortgagee until such sums are paid in full.

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid herefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held in trust for the Mortgagee until such sums are paid in full.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made herebefore. 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 Mortgagee will give immediate notice by mail to the Mortgagee.

And as Additional Security, the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereabove described.

And the said Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt, in whole or in part on any installment due date.

And Said Mortgagee 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 virtue of this instrument; not to suffer any lien or mechanics' men or material men to attach to said premises; to pay to the Mortgagee as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, 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 situated; upon the Mortgagee 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 such amounts, as may be required by the Mortgagee.

And as Additional Security, the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereabove described.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made herebefore. 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 Mortgagee will give immediate notice by mail to the Mortgagee.

And as Additional Security, the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereabove described.

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And Said Mortgagee 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 virtue of this instrument; not to suffer any lien or mechanics' men or material men to attach to said premises; to pay to the Mortgagee as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, 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 situated; upon the Mortgagee 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 such amounts, as may be required by the Mortgagee.

(b) All payments mentioned in the preceding subsection 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 Mortgagee each month in a single payment to the Mortgagee. The Mortgagee may collect a late charge not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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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 Mortgagee 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 hereinafter 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; 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 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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.

who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within sixty 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 sixty 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 or 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 Mortgagee, or any party claiming under said Mortgagee, 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 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

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

Kevin L. Kilpatrick (Seal)
Kevin L. Kilpatrick

Veleese Kilpatrick (Seal)
Veleese Kilpatrick

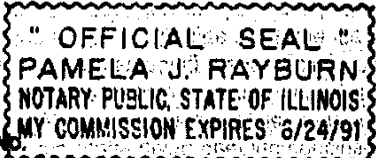
State of Illinois

County of Cook

I, The undersigned Kevin L. Kilpatrick, a notary public, in and for the county and State aforesaid, Do Hereby Certify That

and Veleese Kilpatrick, his wife, personally known to me to be the same person whose name S 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.

Given under my hand and Notarial Seal this 27th day of August, A.D. 1987



Pamela J. Rayburn
Notary Public

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

Property Address:
14221 Dobson Avenue
Dolton, IL 60419

Tax Number: 29-02-305-013

Mail to, Box 235

This Document Was Prepared By:
American States Mortgage, Inc.
2028 Elm Road
Homewood, IL 60430

When Recorded Mail To:
WestAmerica Mortgage Company
850 East Algonquin Road
Schaumburg, IL 60173

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FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 27th day of August 19 87, amends the Mortgage/Deed of Trust of even date by and between Kevin L. Kilpatrick and Veleese Kilpatrick, husband and wife

hereinafter referred to as Mortgagor, and American States Mortgage, Inc.

DEFT-01 RECORDING \$15.00
T#1111 TRAN 2648 07/16/87 15:22:00
#2506 # A *-87-507639
COOK COUNTY RECORDER

hereinafter referred to as Mortgagee, as follows:

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 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.

IN WITNESS WHEREOF,

Kevin L. Kilpatrick and Veleese Kilpatrick, husband and wife

set their hand(s) and seal(s) the day and year first aforesaid.

Tax Number: 29-02-305-013

Kevin L. Kilpatrick [Seal]
Kevin L. Kilpatrick

Property Address:
14221 Dobson Avenue
Dalton, IL 60419

Veleese Kilpatrick [Seal]
Veleese Kilpatrick

Signed, sealed and delivered
in the presence of

[Signature]

_____ [Seal]

_____ [Seal]

This Document Was Prepared By:
American States Mortgage, Inc.
2028 Elm Road
Homewood, IL 60430

When Recorded Mail To: Box 235
WestAmerica Mortgage Company
850 East Algonquin Road
Schaumburg, IL 60173

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MORTGAGE DEED OF TRUST TO THE FHA ASSURANCE FUND

This mortgage deed of trust is made this 1st day of January, 1973, between the undersigned mortgagor and mortgagee as hereinafter defined.

The mortgagor is the undersigned and the mortgagee is the Federal Housing Administration, a corporation organized under the laws of the United States of America.

The mortgagor hereby pledges and grants to the mortgagee a first mortgage deed of trust in and to the property described in the attached schedule of property, together with all and singular rights and interests therein, to secure the payment of the principal and interest on the mortgage loan described in the attached schedule of property.

The mortgage loan described in the attached schedule of property is made pursuant to the terms and conditions set forth in the attached schedule of property.

Mortgagor

Mortgagee

Witness

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87504893

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Property of Cook County Clerk's Office