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GMAC# 001-766123-07

State of Illinois

## Mortgage

FHA Case No.  
131:5222500-703

This Indenture, made this 29th day of September, 1987, between Michael D. Domer and Deadre L. Taylor-Domer, His Wife and Nancy L. Domer, Divorced and Not Since Remarried----- GMAC Mortgage Corporation of Pennsylvania-----, Mortgagee, and

a corporation organized and existing under the laws of The State of Pennsylvania Mortgagee.

Witnesseth: That whereas the Mortgagee 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 Six Hundred Fifty Dollars and No/100ths----- Dollars (\$ 62,650.00-----)

payable with interest at the rate of Eleven----- per centum ( 11.00----- %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 8360 Old York Road, Elkins Park, Pennsylvania 19117-1590-----, or at such other place as the Mortgagee may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Five Hundred Ninety Six Dollars and 63/100ths----- Dollars (\$ 596.63----- )

on November 1, 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 October 1

20 17 .

Now, Therefore, the said Mortgagee, 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 Warranty 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 7 in Block 6 in Knotting Gate Unit Number 1, being a subdivision of part of the South East 1/4 of Section 27, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tax I.D. Number: 28-27-409-055 <sup>N.A.O</sup> *DM*

This instrument was prepared by: Sandy Haller for  
GMAC Mortgage Corporation  
5540 West 111th Street  
Oak Lawn, Illinois 60453

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 Mortgagee 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.

C117632  
Coldwell Banker Title Services

Cook County Clerk's Office

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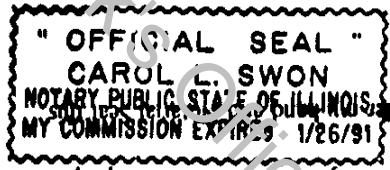
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EPT-01 RECORDING \$15.00  
#0269 # 21 \* 27-543461  
14:111 TRAN 6568 10/06/87 12:29:00  
COOK COUNTY RECORDER

Property of Cook County Clerk

Doc. No. \_\_\_\_\_  
Filed for Record in the Recorder's Office of \_\_\_\_\_  
County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_ at o'clock



Notary Public  
Carol L. Swon  
29th day of September, A.D. 19 87

I, the undersigned, a notary public, in and for the county and State of \_\_\_\_\_, do hereby certify that Michael D. Domer and Deadre L. Taylor-Domer, His Wife and Nancy L. Domer, Divorced and Not Since Remarried, his wife, 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 their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness the hand and seal of the Mortgagor, the day and year first written.  
Assumability Rider to Mortgage  
[Seal] Michael D. Domer  
[Seal] Deadre L. Taylor-Domer, His Wife  
[Seal] Nancy L. Domer, Divorced and Not Since Remarried  
State of Illinois  
County of Illinois

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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 to 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 virtue of this instrument; not to suffer any lien of 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 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.

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 Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof and 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.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt, in whole or in part on any installment due date.

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 Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(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 therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assess-

ments will become delinquent, each sum to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(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 Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note; and
- (iv) late charges

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. 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.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, 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 (a) 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 secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) 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 (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor 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 hereinabove described.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee 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 hereinbefore. 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

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items necessary for the protection and preservation of the property  
 Whenever the said Mortgage 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 Mortgage, 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 re-  
 quired by the Mortgage; lease the said premises to the Mort-  
 gagee 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 Mort-**  
 gagee 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 Mortgage 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 Mortgage, 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 Mortgage, if any, for the pur-  
 pose authorized in the mortgage with interest on such advances  
 at the rate set forth in the note secured hereby, from the time  
 such advances were made; (3) all the accrued interest remaining  
 unpaid on the indebtedness hereby secured; and (4) all the said  
 principal money remaining unpaid. The surplus of the proceeds of  
 the sale, if any, shall then be paid to the Mortgagee.

If the Mortgagee shall pay said note at the time and in the  
 manner aforesaid and shall comply, then this con-  
 veyance shall be null and void and the Mortgagee will, within thirty  
 (30) days after written demand therefor by Mortgagee, execute  
 release or satisfaction of this mortgage, and Mortgagee 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 pay-  
 ment 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, ad-  
 ministrators, 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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of loss if not made promptly by Mortgagee, and each insurance  
 company concerned is hereby authorized and directed to make pay-  
 ment for such loss directly to the Mortgagee instead of to the  
 Mortgagee and the Mortgagee jointly, and the insurance proceeds,  
 either to the reduction of the indebtedness hereby secured or to the  
 restoration or repair of the property damaged. In event of fore-  
 closure of this mortgage or other transfer of title to the mortgaged  
 property in extinguishment of the indebtedness secured hereby, all  
 rights, 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 or not.

**The Mortgagee Further Agrees** that should this mortgage and  
 the note secured hereby for insurance under the  
 National Housing Act, within  
 ninety 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 ninety days  
 time for the date of this mortgage, declining to insure, said note  
 and this mortgage being deemed conclusive proof of such in-  
 eligibility), 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 pro-**  
 vided for herein and if 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  
 or said principal sum remaining unpaid together with accrued in-  
 terest 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 Mortgagee, or  
 any party claiming under said Mortgage, 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 defi-  
 ciency, 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



FHA Assumability Rider

THIS FHA ASSUMABILITY RIDER is made this 29th day of September, 19 87 and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure the Borrower's note to

GMAC Mortgage Corporation of PA (the "Lender")  
of the same date and covering the property described in the Security Instrument and located at:

17207 Coventry Lane, Country Club Hills, Illinois 60477  
(Property Address)

"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."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this FHA Assumability Rider.

Witnesses:

Samuel S. [Signature]  
Carol A. Swook  
[Signature]

Michael D. Domer (Seal) Borrower  
Michael D. Domer  
Deadre L. Taylor-Domer (Seal) Borrower  
Deadre L. Taylor-Domer, His wife  
Nancy L. Domer (Seal) Borrower  
Nancy L. Domer, Divorced and Not Since Remarried  
\_\_\_\_\_  
(Seal) Borrower

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3/1/2014