

UNOFFICIAL COPY

MAIL TO:

37550729

87550729

473037-2

FHA Case No.

131:5095745-203

State of Illinois

BOX 45

Mortgage

This Indenture, made this

6TH

day of OCTOBER

1987

between

AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1987
AND KNOWN AS TRUST NUMBER 103656-09.

Mortgagee, and

1ST STANDARD MORTGAGE CORPORATION

a corporation organized and existing under the laws of THE STATE 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 THIRTY THREE THOUSAND TWO HUNDRED

AND NO/100

Dollars (\$

33,200.00

payable with interest at the rate of ELEVEN

per centum (11.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

2100 SOUTH INDIANA, CHICAGO, ILLINOIS 60616

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

THREE HUNDRED SIXTEEN AND 17/100

Dollars (\$

316.17

on the first day of DECEMBER 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 NOVEMBER 2017

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 48 IN BLOCK 2 IN FIRST ADDITION TO THE ORIGINAL TOWN OF PULLMAN, BEING A SUBDIVISION OF THE WEST 363.7 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14; ALSO THE WEST 363.7 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 14, ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY RECORDS

\$16.00

87550729

TRUST 2439 11 05 07 14 30:00

01234 5 10 11-12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

COOK COUNTY RECORDS

\$16.00

CAD UN

25-14-102-005

-87-550729

COMMONLY KNOWN AS: 10509 SOUTH CORLISS

CHICAGO, ILLINOIS 60628

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

Previous edition may be used until supplies are exhausted

Page 1 of 4

HUD-92118-M.1 (9-86 Edition)
24 CFR 203.17(a)

4A(II)

VMP MORTGAGE FORMS • (313)792-4700 • (800)521-7291

ATTN: C. LAWSON
CHICAGO, ILLINOIS 60616
2100 SOUTH INDIANA
CORPORATION
1ST STANDARD MORTGAGE
RECORD AND RETURN TO:
CHICAGO, IL 60616
C. LAWSON
PREPARED BY:

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 _____

State of Illinois _____
County of _____
I, _____ a notary public, in and for the county and State _____
do hereby certify that _____
person whose name _____
person and acknowledged that _____
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 _____ day _____ A.D. 19 _____
Notary Public _____

AMERICAN NATIONAL BANK AS TRUSTEE UNDER
TRUST AGREEMENT DATED OCTOBER 1, 1987 AND
KNOWN AS TRUST NUMBER 103656-09.
[Seal] _____
[Seal] _____

Witness the hand and seal of the Notary, the day and year first written

62550729
Is not in this instrument to the contrary
Subscribed and sworn to before me on the 19th

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 no.

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 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 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.

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 suit, 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 moneys remaining unpaid. The surplus 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 Mortgagor 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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UNOFFICIAL COPY

3 7 5 5 0 / 2 9
Loan No.: 473037-2

FHA Case No.: 131:5095745

HUD DUE ON SALE/ASSUMPTION RIDER

THIS RIDER is made this 6TH day of OCTOBER, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor") to secure Mortgagor's Note to:

1ST STANDARD MORTGAGE

CORPORATION

(the "Mortgagee") of the same date and covering the property described in the Security Instrument and located at:

10509 SOUTH CORLISS

CHICAGO, ILLINOIS 60628

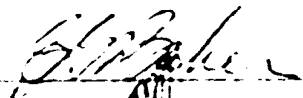
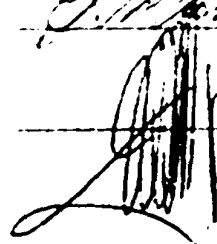
(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Mortgagee further covenant and agree 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 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, Mortgagor accepts and agrees to the terms and provisions contained in this Rider, the date and year first written.

AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1987 AND KNOWN AS TRUST NUMBER 103656-09. (SEAL)

 (SEAL)
 (SEAL)

87550729

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This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

As Trustee as aforesaid and not personally.

By

[Signature of Suzanne G. Baker]
Suzanne G. Baker
Assistant Vice-President

WITNESS

STATE OF ILLINOIS
COUNTY OF COOK

KULA DAVIDSON

SUZANNE G. BAKER

a Notary Public, in and for said County, in the State aforesaid.

Vice-President of the AMERICAN NATIONAL BANK

DO HEREBY CERTIFY, that SUZANNE G. BAKER, Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and KULA DAVIDSON, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes of said Company, and that they acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Kula Davidson

Notary Public in and for the State of Illinois
My Commission Expires 12/26/90

day of

06 06 1987

A.D. 19

[Signature of Notary Public]
Notary Public