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S-7 S-5
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Loan # 15343FHA Case No:
131: 516 1788 703B

State of Illinois

Mortgage

This Indenture, Made this 9th day of October, 19 87 between WILLIE L. BROWN, Divorced Not Since Remarried and LEVORN SPENCER, A Spinster, Mortgagor, and MIDWEST FUNDING 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 Mortgaggee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Forty-nine thousand eight hundred and NO/100 Dollars (\$ 49,800.00)

payable with interest at the rate of Eleven per centum (11.00000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgaggee at its office in DOWNTON'S GROVE, 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 Four hundred seventy-four and 26/100 Dollars (\$ 474.26) on December 01, 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 November 20 17.

Now, therefore, the said Mortgagor, for the better security 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 Mortgaggee, 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 34 IN BLOCK 4 IN CRAGIN, BEING CHARLES E. NOSMERS SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITHE IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

Item # 13-33-408-012

Also known as 5148 W. BLOOMINGDALE AVE., CHICAGO

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.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgaggee, 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 virtue

of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgaggee, 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 Mortgaggee in such forms of insurance, and in such amounts, as may be required by the Mortgaggee.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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PREPARED BY: JANET ROLAND
RETURN TO: MIDWEST FUNDING CORPORATION
1020 31ST STREET SUITE 401
COURTENERS GROVE, ILLINOIS 60515

Doc. No. NANCY J. BURNS
"OFFICIAL SEAL"
Given under my hand and Notarial Seal this
9th day of October, A.D. 19 87.

I, THE UNDERSIGNED,
and LEVON SPENCER, A Spouse,
allegedly, Do hereby certify that WILLIE L. BROWN, Divorced Not Since Remarried
, a Notary public, in and for the county and State
of ARKANSAS, delivered to the foregoing instrument, before me this day in person and acknowledged
that WILLIE L. BROWN signed, sealed, and delivered the same **THEIR** free and voluntary act for the uses and purposes
herein set forth, including the release and waiver of the right of homestead.
My Commission Expires Oct. 22, 1989
INTEGRITY PUBLIC STATE OF ILLINOIS
County Clerk's Office

State of Illinois	County of Cook
15, 1987	COOK COUNTY RECORDER
11444 TRAN 2761 10/19/87 17/13/89	(SEAL)
DEPT-01 RECORDING	(SEAL)
15, 1987	(SEAL)
LEVON SPENCER	(SEAL)
WILLIE L. BROWN	(SEAL)
Witness the hand and seal of the Mortgagor, the day and year first written.	

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In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance 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 improvements 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

b. 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 month in a single payment to be apdied by the Mortgagee to the following items in the order set forth:

I. ~~(xx)~~ ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

II. ~~(xx)~~ interest on the note secured hereby;

III. ~~(xx)~~ amortization of the principal of the said note; and

IV. ~~(xx)~~ 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 all payments made 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.

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lentmen. Plural title singular, and the singular number shall include the whenever used, the singular number shall include the plural, the minorities, successors, and assigns of the parties hereto.

The coventants herein contained shall bind, and the benefits and advantages shall have, to the respective heirs, executors, and

any manner, the original liability of the Mortgagor. Cesser in title hereby accrued by the Mortgagor to any use of the debt hereby accrued by the Mortgagor, given by the Mortgagor to any use,

it is expressly agreed that no extension of the time for payment

or delivery of such release or satisfaction by Mortgagor, or benefits of all nature or laws which require the parties to execute or acknowledge written demand herefor by Mortgagor, execute or be full and valid and Mortgagor will, within thirty (30) days after the conveyance and assignment by, convey with, and duly perform all the foregoing and shall pay unto me at the time and in the manner

shall then be paid to the Mortgagor, making unpaid, the overplus of the proceeds of sale, if any, deducted from the same of which such shall be paid to the Mortgagor.

in the note recd ad hereby, from the time such advances are made, (c) in the accrued interest remaining unpaid on the principal sum of which advances, with interest on such advances at the rate set forth above, to, the Mortgagor, or, if any such decree, (2) all the money cost of said transaction, fees, outlays for documentation and and contingencies, rate, and convenience, including attorney's, solicitors', advocates, &c, advance of any such decree; ((1) All the costs of such suit or action, &c, and the expenses of any suit in prae-

And there shall be included in my decree foreclosing this mortgagage, in any decree foreclosing this mortgagage, so much additional indebtedness accrued hereby and be allowed premises under this mortgage, and all such expenses shall become cedings, shall be a further lien upon the said decree upon the said Mortgagor, so made parties, for services in such suit or pro-

reasonable fees and charges of the attorneys or solicitors of the by reason of this mortgage, its costs and expenses, and the proceeding, wherein the Mortgagor shall be made a party thereto pose of such transaction; and in case of any other suit, or legal evidence and the cost of a complete abstract of title for the purpose in such proceeding, and also for all outlays for documentation and the soleitor's fees, and expenses, fees of the company for the any court of law or equity, a reasonable sum shall be allowed And in case of foreclosure of this mortgage by said Mortgagor

out the provisions of this paragraph. expended itself such amounts as are reasonably necessary to carry premises hereinabove described and employ other persons and collect and receive the rents, issues, and profits for the use of the beyond any period of redemption, as are approved by the court; assignee or others upon such terms and conditions, either within or during by the Mortgagor; lease the said premises to the Mort-

marital sum may be due on the said premises, pay for and assessments in good repair, pay such current or back taxes and said premises, the said Mortgagor, in its discretion, may keep the mortgagee, who may make proof of loss if not made promptly by loss, Mortgagor will give immediate notice by mail to the Mort-

lavor of and in form acceptable to the Mortgagor, in event of the Mortgagor and have attached thereto loss payable clauses in the Mortgagor and the policies and renewals thereof shall be held by

costs, taxes, insurance, and other items necessary for the protec-

tion and paid to the Mortgagor to collect the rents, issues, and profits which are due and a deficiency, during the full statutory period of redemption, and such period by the Mortgagor and, in case of sale and the benefit of such foreclosure suit the said premises during the pecuniary value of such foreclosure suit the Mortgagor power to collect the rents, issues, and profits of the portion of the premises, or appoint a receiver for the equity of redemption, without regard to the value of said premises or whether the same in order to place Mortgagor in possession of the premises, and time of such application for the payment of such debt hereby, at the liable for the whole of the indebtedness secured hereby, at the regard to the solvency of the person or persons

regard, or any party claiming under said Mortgagor, and without either before or after sale, and without notice to the said Mortgagor, the court in which such bill is filed may at any time thereafter, this mortgage, and upon the filing of any bill for that purpose, this mortgage shall have the right immediately to foreclose due, the Mortgagor shall be declared to be liable for the whole of said debt is declared to be without interest thereon, shall become immediately due and payable.

whole of said principal sum remaining unpaid together with ac-

of any other covenant or agreement herein or otherwise, or in case of a breach

of duty (j) days after the due date secured hereby for a period of

ailed for herein and in making any monthly payment pro-

in the event of default in the event that the whole of said debt is declared to be

hereby immediately due and payable.

holder of the note may, at its option, declare all sums accrued

conclusive proof of such negligibility), the Mortgagor

declaiming to insure said note and this mortgage being deemed

to the day, time from the date of this mortgage.

Secrecy of Housing and Urban Development dated subscale.

Housing and Urban Development agent of the

hereof written statement of any officer of the Department

National Housing Act which

the note secured hereby not be eligible for insurance under the

The Mortgagor further agrees that should this mortgage and

indebtedness accrued hereby, whether due or not.

forewritten to the Mortgagor to be applied by it on account of the

assigned by the Note secured here by remitting unpaid, are hereby

the extent of the full amount due from the date of this mortgage.

damages, proceeds, and consideration for such acquisition, to

any power of eminent domain, or acquired for a public use,

that if the premises, or any part thereof, be condemned under

force shall pass to the purchaser or grantee.

interest of the indebtedness secured hereby, and to any insurance policies taken in

ment of other transactor of title to the mortgage property in existing.

or other property damaged, in event of foreclosure of this mortgage

the indebtedness hereby secured or to the reduction or recapitulation of

applied by the Mortgagor instead of to the Mortgagor and

the Mortgagor, and the insurance company concerned is hereby

Mortgagor, who may make proof of loss if not made promptly by

loss, Mortgagor will give immediate notice by mail to the Mort-

lavor of and in form acceptable to the Mortgagor, in event of

the Mortgagor and directed to make payment for such loss directly to

All insurance shall be carried in companies approved by the

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LOAN# 153434

CASE# 131: 516 1788 703B

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

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 requirement of the Commissioner.

Willie L. Brown
Borrower WILLIE L. BROWN

October 9, 1987

Date

Levorn Spencer
Borrower LEVORN SPENCER

October 9, 1987

Date

Borrower

Date

Borrower

Date

State of

Alexander
Cook

ss.

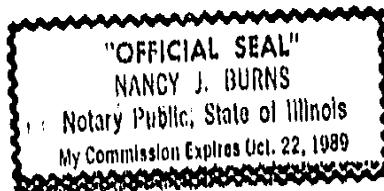
County of

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIE L. BROWN, Divorced Not Since Remarried and LEVORN SPENCER, A Spinstre personally known to me to be the same person S, whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9 day of October, 1987.

Nancy J. Burns
Notary Public

Commission Expires



This instrument was prepared by Midwest Funding Corporation
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

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Property of Cook County Clerk's Office

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