

This instrument prepared by: Blake Sweeney, The First Mortgage Corporation
19851 Governors Highway, Flossmoor, Illinois 60422

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BOX 333-GG

State of Illinois

Mortgage

FHA Case No.

131:5252525:703

This Indenture, made this 29th day of October, 19 87, between

MICHAEL W. MASLIKOWSKI AND JOANNE M. MASLIKOWSKI, HIS WIFE

, 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 FIFTY FIVE THOUSAND FIVE HUNDRED THIRTY THREE AND NO/100 Dollars (\$55,533.00)

payable with interest at the rate of TEN AND ONE HALF per centum (10.50 %) 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 SEVEN AND 99/100 Dollars (\$ 507.99)

on DECEMBER 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 NOVEMBER 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 164 IN GOLD COAST MANOR UNIT NO. 3 BEING A SUBDIVISION OF PART OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 36 NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D.#30-19-222-040 RP ABO

Property Address: 1330 Arthur Street
Calumet City, Illinois 60409

15⁰⁰

COOK COUNTY, ILLINOIS
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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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810 Clark
m., and duly recorded in Book _____ of Page _____
County, Illinois, on the _____ day of _____ A.D. 19_____
Notary Public
Doc. No. _____
My Commission Expires 1/24/91
Lucille A. Zurica
Notary Public, State of Illinois
"OFFICIAL SEAL"

Given under my hand and Notarial Seal this _____ day of _____ A.D. 19_____
I, THE UNDERSIGNED, Do hereby Certify That MICHAEL W. MASLICKOWSKI
and JOANNE M. MASLICKOWSKI
person whose name is above,
his wife, personally known to me to be the same
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 herein set forth, including the release and waiver of the right of homestead.
I, the undersigned, being a Notary Public in the State of Illinois, do hereby certify that the above instrument was executed in the presence of the parties named therein, and that the signatures thereon are genuine.
MICHAEL W. MASLICKOWSKI
JOANNE M. MASLICKOWSKI
State of Illinois
County of Cook
[SEAL] [SEAL]
[SEAL] [SEAL]
[SEAL] [SEAL]

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

MICHAEL W. MASLICKOWSKI
JOANNE M. MASLICKOWSKI [SEAL]

810 Clark
m., and duly recorded in Book _____ of Page _____
County, Illinois, on the _____ day of _____ A.D. 19_____
Notary Public
Doc. No. _____
My Commission Expires 1/24/91
Lucille A. Zurica
Notary Public, State of Illinois
"OFFICIAL SEAL"

UNOFFICIAL COPY

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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, 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 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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The Covernents Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural shall singular, and the masculine gender shall include the feminine.

It is expressly agreed that no extension of the time for payment of the debt hereby secured by the Mortgagor shall operate to any disadvantage to the original holder of the Mortgage or to any successor in interest of the Mortgagor shall release in any manner, the original liability of the Mortgagor.

- II. The Morale Agreement shall pay said note at the time and in the manner aforesaid and shall abide by, completely with, and duly perform all the covenants and agreements herein, then this con-
- veyance shall be null and void and Morale agree will, within thirty (30) days after written demand, deliver by Morale's agent, execute the mechanics of this con-
- tract, the benefits of all statutes of such as which require the collection or delivery of such a fee or salutation by Morale's agent.

And There Shall be included in any decree correcting this
decreeage and be paid out of the proceeds of any sale made in
trustance of any such decree: ((1) All the costs of such suit or
trials, advertising, sale, and conveyance, including attorney's
fees, outlays for documentation,
the morways advanced by the Mortgagor, if any, for the pur-
pose authorized in the mortgage with interest on such advances
at a rate set forth in the note secured hereby, from the time
such advances are made; (2) all the accrued interest remaining
paid in the indebtess hereby secured; and (4) all the said
principal, note, remaing unpaid. The overplus of the proceeds of

Am in Case of Foreclosure of this mortgage by said Mortgagor.
Bargage 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
documentation 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 Mortgagor shall be
made a party thereto by reason of this mortgage, its costs and
expenses, and the reasonable fees and charges of the attorney
or solicitors of the Mortgagor, so made parties, for services in
such suit or proceeding, shall be a further item 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 recoupling this mortgage.

In the Event of default in making any monthly payment pro-
vided 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 of agreement, or in the event of a breach of
any said principal sum remaining unpaid together with accrued in-
terest thereon, shall, at the election of the Mortgagor, without
notice, become immediately due and payable.

Ineligibility, the Mortgagee orifice 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 Noteholder may not be 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.

The Mortgagee or Trustee Agrees that should this mortgagee and
the note secured hereby fail to 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 designated
subsequent to the date of this mortgagee, delivery to) to insure said note
and this mortgagee being demand, reciting the date of such
time from the date of this mortgagee, delivery to) to insure said note

That it the premises, or any part thereof, be condemned under
any power of eminent domain, and acquired for a public use, the
damages, proceeds, and consideration for such acquisition, to
the extent of the full amount of indebtedness upon this Mortgagor,
and the extent of the full amount of indebtedness upon this Mortgagor,
and the Mortgagor to the Mortgagee and shall be paid forthwith
by the Mortgagor to the Mortgagee and shall be paid forthwith to
the Mortgagee to the Mortgagee and account of the indebtedness
secured hereby, with other due or not.

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 Mortgagagee instead of to the company for such loss directly authorized and directed to make payment for such loss directly to the Mortgagagee jointly, and the Mortgagor and the Mortgagagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the property damaged, in event of fire.

closure of this mortgage or other transfer of title to the mortgagor property in extinguishment of the indebtedness secured hereby, all rights, title and interests of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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ADDENDUM TO MORTGAGE

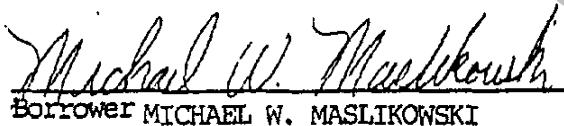
Date October 29, 1987

FHA Case # 131:5252525:703

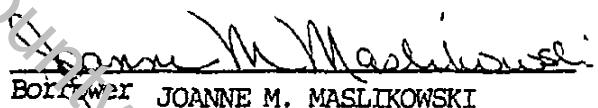
Property Address: 1330 Arthur Street

Calumet City, Illinois 60409

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, DECENT 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 MICHAEL W. MASLIKOWSKI



Borrower JOANNE M. MASLIKOWSKI

Borrower _____

Borrower _____

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RECEIPT OF PAYMENT

RECEIVED IN THE CITY OF CHICAGO

AT THE CITY CLERK'S OFFICE

ON THE DAY OF APRIL, 1981

FOR THE AMOUNT OF \$100.00

Property of Cook County Clerk's Office

RECEIVED