

2A4C

UNOFFICIAL COPY

10-
875 94180594107

State of Illinois

Mortgage

FHA Case No.

131-5208538-748

This Indenture, made this **31ST** day of **OCTOBER**, 19**87**, between **DOROTHY J. HARBOUR MARRIED TO VIRGIL HARBOUR AND LUCILLE JOHNSON MARRIED TO WILLIE ARTHUR JOHNSON HERITAGE MORTGAGE COMPANY**, Mortgagor, and

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 **THIRTY-EIGHT THOUSAND THREE HUNDRED AND NO/100 Dollars (\$38,300.00)**

payable with interest at the rate of **ELEVEN AND ONE HALF per centum (11.50 %) per annum** on the unpaid balance until paid, and made payable to the order of the Mortgaggee at its office in **CHICAGO, ILLINOIS**, or at such other place as the Lender may designate in writing, and delivered; the said principal and interest being payable in monthly installments of **THREE HUNDRED SEVENTY-NINE AND 28/100 Dollars (\$ 379.28)**

on the first day of **DECEMBER**, 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 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:

THE 23.83 FEET OF THE NORTH 423.83 FEET OF THE EAST 57 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE TAKEN AS A SINGLE TRACT: LOTS: TWO (2), THREE (3), FOUR (4), FIVE (5), THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN THE W.A. JAMES SUBDIVISION OF LOT (4) (EXCEPT THE WEST 243.54 FEET) IN EXECUTORS SUBDIVISION OF LOT (3) IN THE PARTITION OF THE SOUTHEAST ONE-FOURTH ($\frac{1}{4}$) OF SECTION TWENTY-TWO (22), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTIN: 16-22-410-024 VOLUME 568 ✓

**THIS INSTRUMENT PREPARED BY: HERITAGE MORTGAGE COMPANY
1000 EAST 111TH STREET
CHICAGO, ILLINOIS 60628
JOHN R. STANISH, PRESIDENT**

**RETURN TO: HERITAGE MORTGAGE COMPANY
1000 EAST 111TH STREET
CHICAGO, ILLINOIS 60628**

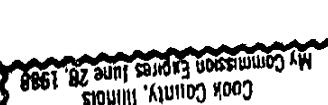
**PROPERTY ADDRESS: 1827 SOUTH KILDARE
CHICAGO, ILLINOIS 60623**

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.

UNOFFICIAL COPY

87594107

Given under my hand and Notarized Seal this	
31st	day OCTOBER , A.D. 19 8
Notary Public County of Illinois County of Illinois My Commission Expires June 28, 1988	
<p style="text-align: center;">"OFFICIAL SEAL"</p> 	
A.D. 19	
County, Illinois, on this day of	
Filed for record in the Recorder's Office of	
Cook County, Illinois	
at Glencoe, Illinois	

1. THE UNDERSIGNED
of record, Do hereby certify that DOROTHY J. HARBOUR, VIRGIL HARBOUR, LUCILLE JOHNSON
and WILLIE ARTUER JOHNSON
XXXKKK, personally known to me to be the same
person whose name is ANNE HARRY
subscribed to the foregoing instrument, prepared before me this day in
the presence and acknowledged that THEIR
signed, sealed, and delivered the said instruments as
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witnesses the hand and seal of the Notary Public, the day and year first written.

UNOFFICIAL COPY

87594107

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 not.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within **60** 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 **60** 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.

An 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 money 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 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 Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, 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.

UNOFFICIAL COPY

HUD-9211M-1

Page 2 of 4

immediately notice by mail to the Mortgagor, who may make prior
acceivable to the Mortgagor. In event of loss Mortgagor will give
liene attached hereto less payable clause in favor of and in force
polles and renewals thereof shall be held by the Mortgagor and the
be carried in compliance approved by the Mortgagor and the
ment of which has been made before. All insurance shall
y, when due, any premium on such insurance paid prior
periods as may be required by the Mortgagor and will pay premium
liabilities than will next become due and for such
liabilities, claimless and contingencies less by life and other
from time to time by the Mortgagor less by life and other
created on the mortgaged property, incurred in or by
That I, Will, keep the improvements now existing or hereafter
become due for the use of the premises before described.

the rents, taxes, and profits now due or will be may herein
alorogator does hereby assign to the Mortgagor all
And as additional security for the payment of the indebtedness
the amount of principal then remaining, unpaid under said note,
under subsection (a) of the preceding paragraph, in the sum of a credit
acquired, the balance then remaining in the funds
ment of such procedure is otherwise
definitly, the Mortgagor shall apply at the time of the commence-
hereby, or if in the Mortgagor's opinion the property otherwise
of this mortgage less than, in a public sale of the premises covered
paraphraph, it shall be detailed under any of the provisions
cumulated in order, the provisions of subsection (a) of the preceding
count of the note, larger any balance remaining in the funds in
in computing the amount of such indebtedness, credit to the note
of the date of the provisions of the note received hereby, full payment
days with the note received hereby, full payment
any time the Mortgagor shall tender to the Mortgagor, in occur-
reis, taxes, assessments, or insurance payments shall be due, if in
deficiency, or before the date when paid under subsection
shall pay to the Mortgagor any amount necessary to make up the
when the same shall become due and payable, then the Mortgagor
taxes, and assessments, or insurance premiums, as the case may be,
preceding paragraph shall not be sufficient to pay round rents,
payments made by the Mortgagor under subsection (a) of the
borogator, or referred to the Mortgagor, the monthly
shall be credited on subsequent payments to be made by the Mort-
such excess, if the loan is current, in the opinion of the Mortgagor,
taxes, and assessments, or insurance premiums, as the case may be,
of the payments actually made by the Mortgagor under
subsection (a) of the preceding paragraph shall exceed the amount
involved in handling delinquent payments.

more than fifteen (15) days in arrears, to cover the extra expense
not to exceed four cents (4¢) for each dollar (\$1) for each payment
under this mortgage. The Mortgagor may collect a "late charge"
date of the next such payment, constitute an event of default
ment shall, unless made good by the Mortgagor prior to the due
Any deficiency in the amount of any such aggregate monthly pay-
To keep said premises in good repair, and not to let the same
hazardous materials, special assessments, fire, and other
for the benefit of the Mortgagor, to the following items in the order set
be applied by the Mortgagor to the following items in a single payment to
shall be paid by the Mortgagor each month in a single payment to
hereby shall be added together and the aggregate amount in force
(b) All payments mentioned in the preceding subsection of this
apprecial assessments; and

usage in trust to pay said round rents, premiums, taxes and
assessments will become delinquent, such sums to be held by Mort-
to the date when such round rents, premiums, taxes and
divided by the number of months to elapse before one month prior
calculated by the Mortgagor less all sums already paid therefore
max and assessments next due on the mortgaged property till a
and other hazard insurance covering the mortgaged property, plus
premiums than will next become due and payable on policies of life
(c) A sum equal to the round rents, if any, next due, plus the
of each month until the said note is fully paid, the following sums:
hereby, the Mortgagor will pay to the Mortgagor, on the first day
principal and interest under the terms of the note secured
that, together with, and in addition to, the monthly payments of
whole or in part on any installment due date.

minimum required provided, privilege is reserved to pay the debt in
individually credited by the said note. in the times and in the
that he will promptly pay the principal of and interest on the
and the said Mortgagor further covenants and agrees as follows:

thereof to satisfy the same.
contested and the sale or forfeiture of the tax, assessments, or any part
apertite to prevent the collection of the tax, assessments, or less so
expenses brought in a court of competent jurisdiction, which shall
least the same or the validity thereof by appropriate legal pro-
stimated elsewhere, so long as the Mortgagor shall in good faith con-
cerned described herein or any part thereof or the impre-
or remove any tax, assessment, or tax upon or against the
shall not be required nor shall it have the right to pay, discharge,
mortgage to the contrary notwithstanding, that the Mortgagor
it is expressly provided, however (all other provisions of this
Mortgagor.

the sale of the mortgaged premises, if not otherwise paid by the
debts, accrued by this mortgage, to be paid out of proceeds of
monies so paid or expended shall become so much additional, in
may deem necessary for the proper preservation thereof, and any
such repairs to the property herein mortgaged as in its discretion in
assessments, and insurance premiums, when due, and may make
premises in good repair, the Mortgagor may such said
that for taxes or assessments on said premises, or to keep said
in case of the result of neglect of the Mortgagor to make such
Mortgagor.

of insurance, and in such amounts, as may be required by the
debtors, issued for the benefit of the Mortgagor in such forms
time be on said premises, out of the amount that may at any
therefore, (2) a sum sufficient to keep all buildings that may in
land is situated, upon the Mortgagor on account of the ownership
liens, or of the county, town, village, or city in which the said
or assessment that may be levied by authority of the State of Illi-
client to pay all taxes and assessments on said premises, or any tax
hereinafter provided, until said note is fully paid, (1) a sum suffi-
men to attach to said premises, to pay to the Mortgagor, as
instructions, not to suffer any lien of mechanics men or material
thereof, or of the security intended to be effected by virtue of this
be done, upon said premises, anything that may impair the value
To keep said premises in good repair, and not to let the same
hazardous materials, special assessments, fire, and other
for the benefit of the Mortgagor, to the following items in the order set
be applied by the Mortgagor to the following items in a single payment to
shall be paid by the Mortgagor each month in a single payment to
hereby shall be added together and the aggregate amount in force
(b) All payments mentioned in the preceding subsection of this
apprecial assessments; and

benefits to said Mortgagor does hereby expressly release and waive,
Exemption laws of the State of Illinois, which said rights and
from all rights and benefits under and by virtue of the Homestead
and assigments, however, for the purposes and uses herein set forth, free
appurtenances and fixtures, unto the said Mortgagor, its successors
and assigns, until the above-described premises, with the

And Said Mortgagor covenants and agrees:

87594107

UNOFFICIAL COPY

8 7 5 9 4 1 0 7

CASE # 131-5208538-748

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgagor 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.

- 1) Dorothy J. Harbour OCTOBER 31, 1987
BORROWER DOROTHY J. HARBOUR DATE
- 2) Virgil Harbour OCTOBER 31, 1987
BORROWER VIRGIL HARBOUR, IS SIGNING FOR THE SOLE PURPOSE OF DATE
- 3) Willie Arthur Johnson OCTOBER 31, 1987
BORROWER LUCILLE JOHNSON DATE
- 4) Willie Arthur Johnson OCTOBER 31, 1987
BORROWER WILLIE ARTHUR JOHNSON, IS SIGNING FOR THE SOLE PURPOSE DATE
OF WAIVING ALL AND ANY HOMESTEAD RIGHTS.

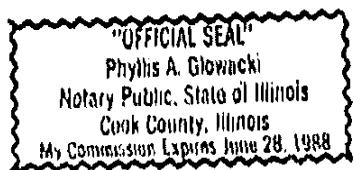
STATE OF ILLINOIS

ss.

COUNTY OF COOK

I, THE UNDERSIGNED a notary public in and for the said County,
In the State aforesaid, DO HEREBY CERTIFY that DOROTHY J. HARBOUR, VIRGIL HARBOUR,
LUCILLE JOHNSON & WILLIE ARTHUR JOHN SON personally known to me to be the same
persons 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.

Given under my hand and official seal, this 31 day of OCTOBER, 1987



R. Phyllis A. Glowacki
Notary Public
6-28-88
Commission Expires

This instrument was prepared by HERITAGE MORTGAGE COMPANY
NAME
1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628
ADDRESS

UNOFFICIAL COPY

Property of Cook County Clerk's Office