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State of Illinois

Mortgage

FHA Case No. 131:5235171

This Indenture made this (IB) (Ib) (Ib) (Ib) (Ib) (Ib) (Ib) (Ib) (Ib	Loan # BRAN
This Indenture, made this day of November of LUIC E PRAN Tyme Provided the Company of LUIC E P	1907 hetween
RAPAELA G. BRAN, AXMARKIERXRERSON and LUIS E. BRAN, AXMARRIERX	Mortgagor, and
MORTGAGE CORRESPONDENTS OF ILLINOIS, INC. AN ILLINOIS CORPORATION	•
a corporation organized and existing under the laws of THE STATE OF	
Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced	<u>.</u>
date herewith, in the principal sum of Sixty-two thousand four hundred fifty	y and NO/100
payable with interest at the rate of Eleven	a a a a a a a a a a a a a a a a a a a
per centum (11.000 %) per annum on the unpaid balance until paid, and made payable to	
at such other place as the holder and designate in writing, and delivered; the said principal and interest	LINOIS 60191 . or est being payable in monthly installments of
Five hundred ninety-four and 73/100	(Dollars (\$ 594.73)
	Dollars (\$ 594.73) and every month thereafter until the note
is fully paid, except that the final payment of principal and interest, if not sooner paid, sha	
of December . 20 17.	an the due and payable on the first day
Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sun	n of money and interest and the performance
of the covenants and agreements herein contained, does by the e presents Mortgage and Warrant un	
the following described Real Estate situate, lying, and being in the country of	
and the State of Illinois, to wit:	
LOT 5 IN BLOCK 14 IN MAMEROWS BOULEVARD FUDITION TO IRVING F THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHERFT 1/4 OF SECTION NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CO	n 14, Township 40
MOKIN' KAMPE 12' EAST OF THE THIRD EXTREMENT THE CO	our cooning
ILLINOIS.	87911171
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	87811171
	U _{jC}
	87911171
	C

TAX ID # 13-14-416-023 VOL. 337 V 60625 Also known as 4146 NORTH DRAKE, CHICAGO, ILLINOIS

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

HUD-92116-M.1 (9-86 Edition) 24 CFR 203 17(a)

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MOOD DALE, ILLINOIS 60191 345 GEORGETOWN SQUARE

This Document Prepared By:

MONICOND AND RETURN TO:

<u> </u>	_
Page	ו היפוטביג m., and duly recorded in Book of
91 .G.A lo yab	County, Illinois, on the
The Recorder's Office of	Any Lynn Patz Hotary Public, State of Illinois My Commission Expires 1/5/91
	and MANAGEMENTAL CELEBTE S Branch and person whose name
	State of lillinois County of
CELESTE S. BRAN, MARRIED TO LUIS E. BRAN, BCUTING FOR THE SOLE PURPOSE OF WAIVING HOMESTRE	INIS E. ERAN, A MARRIED ILTEON EXE
JOSE F BRAN , MARRIED TO RAFAELA G. BRAN ECUTING FOR THE SOLE PURPOSE OF WAIVING HOMESTE	AAPAEA G. BRAN, A WARTED PERSON EXE ALL LOCALLA ISOSII
1602] - Brake	Winess the hand and sect of the Mortgagor, the day and year final

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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 Mortgager 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 SIXTV National Housing Act, within 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 time from the date of this mortgage, declining to insure sail note and this mortgage being deemed conclusive proof of such ineutablity), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Not withstanding 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 Mortgager 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 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 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 nade; (3) all the accrued interest remaining unpaid on the indebications 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 Mortgagor 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 contine 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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> 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 assigns, forever, for the purposes and uses herein set forth, free appurtenances and fixtures, unto the said Mortgagee, its successors To Have and to Hold the above-described premises, with the

And Said Mortgagor covenants and agrees:

of insurance, and in such amounts, as may be required by the debtedness, insured for the benefit of the Mortgagee in such forms time be on said premises, during he continuance of said inthere of: (2) a sum sufficient to keep all buildings that may at any linois, or of the county, lown, village, or city in which the said land is situate, upon the Marigagor on account of the ownership or assessment that they be levied by authority of the State of Ilcient to pay all taxes and assessments on said premises, or any tax hereinafter provided, until said note is fully paid, (1) a sum suffimen to attach to said premises; to pay to the Mortgagee, as instrument; 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 do, or permit to

assessments, and insurance premiums, when due, and cally make premises in good repair, the Mortgagee may pay such taxes that for taxes or assessments on said premises, or to keep said payments, or to satisfy any prior lien or incumbrance other than In case of the refusal or neglect of the hongagor to make such Mortgagee.

or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this the sale of the mortgaged premises, if not otherwise paid by the debtedness, secured by this mortgage, to be paid out of proceeds (moneys so paid or expended shall become so much additional inmay deem necessary for the proper preservation thereof, and in: ti nottenests to the property herein mortgaged as in its dieserton it

thereof to satisfy the same. contested and the sale or forfeiture of the said premises or any part operate to prevent the collection of the tax, assessment, or lien so ceedings brought in a court of competent jurisdiction, which shall test the same or the validity thereof by appropriate legal prosituated thereon, so long as the Mortgagor shall, in good faith, conpremises described herein or any part thereof or the improvement

And the said Mortgagor further covenants and agrees as follows:

manner therein provided. Privilege is reserved to pay the debt in indebtedness evidenced by the said note, at the times and in the That he will promptly pay the principal of and interest on the

principal and interest payable 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.

(a) A sum equal to the ground tents, 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 Mortgagee, on the first day

gagee in trust to pay said ground rents, premiums, taxes and

estimated by the Mortgageet less all sums already paid therefor taxes and assessments next due on the mortgaged property (all as

and other hazard insurance covering the mortgaged property, plus

to the date when such ground rents, premiums, taxes and

assessments will become delinquent, such sums to be held by Mort-

have attached thereto loss payable clauses in favor of and in form divided by the number of months to elapse before one month prior policies and renewals thereof shall be held by the Mortgagee and be carried in companies approved by the Mortgagee and the ment of which has not been made hereinbefore. All insurance shall ly, when due, any premiums on such insurance provision for payperiods as may be required by the Mortgagee and will pay promptpremiums that will next become due and payable on policies of fire hazards, casualties and contingencies in such amounts and for such from time to time by the Mortgagee against loss by five and other

erected on the mortgaged property, insured as may be required That He Will Keep the improvements now existing or hereafter

immediate notice by mail to the Mortgagee, who may make proof

acceptable to the Mortgagee. In event of loss Mortgagur will give

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all

And as Additional Security for the payment of the indebtedness

the amount of principal then remaining unperid under said note. under subsection (a) of the preceding paragraph as a credit against acquired, the balance then remaining in the funds accumulated default, the Mortgagee shall apply at the time of the commencement of such proceedings or at the time the property is otherwise hereby, or if the Mortgagee acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions chmulated under the provisions of subsection (a) of the preceding count of the Mor gagor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the entile indebtedness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgagee, in accorsonts, taxes, assessments, or insurance premiums shall be due. If at deliciency, on or before the date when payment of such ground shall pay to the Mortgagee 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 ground rents. payments made by the Mortgagor under subsection (a) of the gagor, or refunded to the Mortgagor. If, however, the monthly shail be credited on subsequent payments to be made by the Mort-

if the total of the payments made by the Mortgagor under involved in handling delinquent payments. more than ifficen (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 Mortgagee may collect a llate charge date of the next such payment, constitute an event of default ment shall, unless made good by the Mortgagor prior to the due

such excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be,

of the payments actually made by the Mortgagee for ground rents,

subsection (a) of the preceding paragraph shall exceed the amount

yecial assessments; and

(b) All payments mentioned in the precenne, paragraph and all payments to be made under the now hereby shall be added together and the aggregate amount therew. Shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor each month in a single payment to be applied by the Mortgagor each month in a single payment to forth:

Tourist around rents, if any, taxes, special assessments, fire, and other around rents, if any, taxes, special assessments, fire, and other rents around rents, if any, taxes, special assessments, fire, and other rents around rents, if any, taxes, special assessments, fire, and other rents around rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, special assessments, fire, and other rents, if any, taxes, and rents, and rents, and rents, and rents, any, and rents, and rent

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FHA	Case	NO.	131:5235171
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HUD DUE ON SALE/ASSUMPTION RIDER
THIS RIDER is made this 12th day of November , 19 g7 , 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:
MORTGAGE CORRESPONDENTS OF ILLINOIS, INC.
(the "Mortgagee") of the same date and covering the property described in the Security Instrument and located at:
4146 NORTH DRAKE
CHICAGO, ILLINOIS 60625
(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 the 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 111
Popala & Maniseali
RAFAELA G. BRAN
LUIS E. BRAN (SEAL)
Lase F Brance (SEAL)
EXECUTING FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD RIGHTS
Celeate S Bran MARRIED TO LUIS E. BRAN EXECUTING FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD RIGHTS

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GREENALL CONTRACTOR

Property of County Clerk's Office

1.15

Assignment of Rents Loan # BRAN

, 19 ⁸⁷ 12th November day of THIS 1-4 FAMILY RIDER is made this 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 "Borrower") to secure Borrower's Note to MORICAGE CORRESPONDENTS OF ILLINOIS, INC. of the same date and covering the property described in the Security Instrument and located at:

4146 NORTH DRAKE CHICAGO, ILLINOIS 60625

DEPT-01 RECORDING

\$16.25

T#2222 TRAN 2412 11/13/87 09:38:00

#3910 # B *-87-611171 COOK COUNTY RECORDER

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

(Property Address)

- A. USE OF PROPERTY: COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B, SUBOPLUS ATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LE ASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrover unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lend r or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Len er or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the bonefic of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) (ac) tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tonant.

Borrower has not executed any prior assignment of the renta and has not and will not perform any act that would

prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver me, to so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any (ther right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the 3 curity Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke are of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Papaela & Burn	(Scal)
RAFAECA, G. BRAN, A MARRIED PERSON	-Borrower
LUIS E. BRAN, A MARRIED PERSON	(Seal)
Jose F Bran , MARRIED TO RAFAELA G. BI	(Scal)
ECUTING FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD RIGHTS.	Sorrower
Celeste S Bran , MARRIED TO LUIS E. BRAN ECUTING FOR THE SOLE PURPOSE OF WAIVING HOMESTEAD RIGHTS.	(Seal)

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Form 3170 10/85

