Mortgage

Loan # 3948391

THA Case No.: 131: 524 9289 703B

This Indenture, Made this

1st

day of

December

87 between

KEN A. DAVIS and SANDRA J. DAVIS, His Wife

, Mortgagor, and

MIDWEST FUNDING CORPORATION a corporation organized and existing under the laws of Mortgagee.

the State of Illinois

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 psincipal sum of FIRTY-seven thousand nine hundred and NO/100 - - - - - - -

57,900.00

payable with interest at the rate of per centum (11.00000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its of the in DOWNERS SPOVE ILLINOIS , or

Dollars (\$

February 01₁₉88 , 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 January 20 18

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:

THE SOUTH 1/2 OF LOT 15 AND THE NORTH 5/8TH 5 OF LOT 16 IN BLOCK 2 IN PARKVIEW SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH LAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION COURSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH 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 #/6-20-404-014-0000

Also known as 1623 SOUTH 58TH AVENUE, CICERO

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rentificuous, 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 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 the said Mortgagor does hereby expressly release and waive.

And said Morigagor 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 hereinaster 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.

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."

87643270

07564378

UNOFFICIAL COPY

BOX 333-CC

1801 DEC -4 PH IZ: 08

COOK COUNTY, ILLINOIS FILED FOR RECORD

		BOAE' ITTINOIS POSTS ANDING COMPONATION (LETTALO	1050 312I	
affed Ju	gook c	ini, and duly recorded in	at o'clock	
day of A.D. 19	linois, on the	County, 11		
	c. No. Filed for Record in the Recorder's Office of			
ery public, in and for the county and State fe, personally known to me to be the same fore me this day in person and acknowledged and voluntary act for the uses and purposes and voluntary act for the uses and purposes. Notory Public	, his wi nstrument, appeared bel s THEIR tree	Wife subscribed to an foregoing is subscribed to instrument a delivered the suld instrument and waiver of the tight of horse	therein set forth, including the release Cives under my hand and lots " OF " OF O D A M MAN MON MON MON MON MON MON MO	
[SEVI]		(TVBS)	CO	
(SEAL)	· .	(Tvas)	· · · · · · · · · · · · · · · · · · ·	
(SEVE)		[SEAL]		
(SEAL)	TONG . C. ANOWAS	(SEAL)	KEN & DAVIS	
, 0	st written.	Mortgagor, the day and year fire	Witness the hand and seal of the	

UNOFFICIAL COPY

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 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 Mortgar or in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or par 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 incebedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgager and shall be paid forthwith to the Mortgagee to be applied by it or account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mor gage and the note secured hereby not be eligible for insurance unter he National Housing Act within sixty days from the late 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 sixty 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.

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 then be 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 an any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgave and be paid out of the proceeds of any sale made in pursuance of eny 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 ab trace and examination of title; (2) all the moneys
advanced by the Montgagee, if any, for the purpose authorized in
the mortgage with incress 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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any,
shall then be paid to the Mortgag in.

If 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.

g the order set forth: payment to be aplied by the Mortgagee to the following items in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

XXXXXXIII KARIO KARIO CONTO CO

ground rents, if any, taxes, special assessments, fire, and

other hazard insurance premiums;

IV XX amortization of the principal of the said note; and II (MXX interest on the note secured hereby;

expense involved in handling delinquent payments. ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4°) for each dollar (\$1) for each payunder this mortgage. The Mortgagee may collect a "late charge" due date of the next such payment, consiltute an event of default payment shall, unless made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly

Sol the Mortgagor, shall be credited on subsequent payments to be ground cents, taxes, and assessments, or insurance premiums, as the option Samount of the payments actually made by the Mortgagee for absection Texa the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

to pay ground rents, taxes, and assessments, or insurance Showever, the monthly payments made by the Mortgagor under subsection state or preceding paragraph shall not be sufficient made by the Mortgagor, or refunded to the Mortgagor. If,

shar trader to the Mortgagee, in accordance with the provisions insurance premiums shall be due. If at any time the Mortgagor ate when payment of such ground rents, taxes, assessments, or amount necessary to make up the deliciency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due

the Morigagor all payments made under the provisions of subsecputing the amo int of such indebtedness, credit to the account of debtedness entesented thereby, the Mortgagee shall, in comof the relating secured hereby, full payment of the entire in-

hereby, or if the Mortgagee acquire, the property otherwise after Severe and the second of the premises covered this mortgage resulting in a policy sale of the premises covered of this mortgage resulting in a policy sale of the premises covered this mortgage resulting in a policy sale of the premises covered this mortgage resulting in a policy sale of the premises covered the premises co Colon (a) of the process and p tion (a) do the presenting paragraph which physical policy in the paragraph with the property of the paragraph with the property of the property of the paragraph with the property of the paragraph with t

acquired, the balance then remaining in the ands accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgagee shall apply, it ine time of the commence-

And as additional security for the payment of the indebtedness

ggainst the amount of principal then remaining unpaid under said

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

sion for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

> any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make said premises in good repair, the Mortgagee may pay such taxes, than that for taxes or assessments on sind premises, or to keep such payments, or to satisfy any prior lien or incumbrance other In case of the refusal or neglect of the Mortgagor to make

paid by the Mortgagor. tional indebiedness, secured by this mortgage, to be paid out of Signal indebiedness, secured by this mortgaged premises, if not otherwise SI

premises or any part thereof to satisfy the same. ment, or lien so contested and he sale or forfeiture of the said which shall operate to cerent the collection of the tax, assesslegal proceedings brought in a court of competent jurisdiction, faith, contest the same or the validity thereof by appropriate ments situated there in, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the shall not be required not 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

And the said Mortgagor further covinants and agrees as

on any installment due date. That privilege is reserved to pay the debt in whole, or in part,

of principal and interest payable under the terms of the rote That, together with, and in addition to, the monthir payments

:swns Buiwolloi first day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgages, on the

ALDICONDRIGUES ANGENERAN EN PROBUNCIO CONTROPO SE EN S - off. ad. 10. anaisi wang ond cobay bousainy ans no basis magning many XX ad. XII. A han busis an XX soletan an anais and sa Anais gris no beside in a sa s

XORDO DE DESTRUCCIONES ELECTRICADOS DE CONTROL DE CONTR XX3014077 POLICE AND THE CONTROLLED AND THE CONTROL AND THE CON

Presenting Andrews and Andrews

Mortgagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground tents, premiums, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgagee) less all sums already paid enty, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies A sum equal to the ground tents, if any, next due, plus

All payments mentioned in the two preceding subsections sbecial assessments; and

of this paragraph and all payments to be made under the note

8764327

UNOFFICIAL COPY

CASE# 131: 524 9289 703B

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgage 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.

Kon J. Davis	December 1, 1987
Borrower KEN A. DIVIS	Date
Sandra Q. Room	December 1, 1987
Borrower SANDRA J, DAVIS	Date
Borrower	Date
Borrower	Date

State of	
County of ss.	C
), the undersigned, a notary public in and for the said County, in t	the State (10 esaid DO HEBERY CERTIEY
that KEN A. DAVIS and SANDRA J. DAVIS, His Wife	He diate art esaid, DO HENEBY CERTIFY
personnally known to me to be the same person <u>S</u> whose name _	S subscribed to the to equing instrument
appeared before me this day in person, and acknowledged that	
said instrument as THEIR free and voluntary act, for	r the uses and purposes therein set forth.
Given under my hand and official seal, this 157 day of	Allemay 1987
" OFFICIAL SEAL "	Anna A Almerd
NANCY A. NEMECEK NOTARY PUBLIC, STATE OF ILLINOIS	Notary Public
MY COMMISSION EXPIRES 8/2/91	4-2-91
	1 - 7 /

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

Commission Expires

UNOFFICIAL COPY

Strain Strain Control

PRINCIPAL OF ACCEPTANTIAL OFFICE ARE

Section 1. The section of the sectio

And the particular and present the strong of the product of the strong of the strong of the strong of the particular of the strong of the stro

$c_{ij}(x_i)$	0		and the second
931€+	Ox		and the second s
energia Maj			ेस्स असी
olate	and the second s	04	despect to day
		046	en e
			$\frac{\mathbf{v}_{i,j}}{\mathbf{v}_{i,j}} = \frac{\mathbf{v}_{i,j}}{\mathbf{v}_{i,j}} + \mathbf{v}_{i,j} +$
		C/o	en e
verago with	Contain the second	record to exclusive A	y na kanala na kata ya kata k
		Control of the Contro	The state of the s
Introduction of the pro-	or and the first the second of the	and the state of the state of	O_{κ}
uni Andre Street	or a fire of the second	provided the control of the control of the control of	
e de Marie de Lord		ediction of the ending	· C
N. H. Landson	grapher and the		e e e e e e e e e e e e e e e e e e e
	Sandaria Harak Kanif	A CONTRACTOR OF THE STATE OF TH	
		The second of the second secon	

et op de 1. og ekspore flagt tromper florette om de 1. oktober 1900 floret floret. Di ser de partia deser eksporet eksporet om tromper floret eksporet.

82843820