

403393ds 2093 recs

State of Illinois

Mortgage

FHA Case No 131:4770976-203

This Indenture, made this 26TH day of JANUARY, 1987, between SIMON JONES AND GLORIA JONES, HUSBAND AND WIFE

Mortgagor, and

1ST STANDARD MORTGAGE 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 Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY THOUSAND EIGHT HUNDRED FIFTY

AND NO/100 Dollars (\$ 70,850.00)

payable with interest at the rate of NINE per centum (9.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 2100 SOUTH INDIANA, CHICAGO, ILLINOIS 60616 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 SEVENTY AND 08/100 Dollars (\$ 570.08)

on the first day of MARCH, 1987, 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 FEBRUARY, 2017.

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 EAST 1/4 OF LOT 22 AND WEST 1/4 OF LOT 23 IN BLOCK 16 IN NEW ROSELAND SUBDIVISION OF PART OF FRACTIONAL SECTION 33 NORTH OF INDIAN BOUNDARY LINE AND PART OF FRACTIONAL SECTIONS 28 AND 33 SOUTH OF INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CAO

25-33-117-101 m/c ALL

COMMONLY KNOWN AS: 639 WEST 129TH PLACE CHICAGO, ILLINOIS 60628

Clerk's Office

87052682

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.



PREPARED BY:
PAMELA MC ELROY
CHICAGO, IL 60616
RECORD AND RETURN TO:
1ST STANDARD MORTGAGE
CORPORATION
2100 SOUTH INDIANA
CHICAGO, ILLINOIS 60616
ATTN: PAMELA MC ELROY

Property of Cook County Clerk

Dec. No. _____
Filed for Record in the Recorder's Office of _____
County, Illinois, on the _____ day of _____
A.D. 19 _____
at _____ o'clock _____ m., and duly recorded in Book _____ of _____

28925028

Given under my hand and Notarial Seal this _____ day of _____ A.D. 19 _____
I, DAWN M. BARNES, Notary Public, State of Illinois, My Commission Expires _____
"OFFICIAL SEAL"
signed, sealed, and delivered the said instrument as _____
subscribed to the foregoing instrument, appeared before me this day in _____
his wife, personally known to me to be the same _____
a notary public, in and for the county and State _____
County of _____ State of Illinois
1. The undersigned _____
foreward, Do hereby certify that SIMON JONES and GLORIA JONES
person whose name _____
person and acknowledged that _____
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

[Seal] _____
SIMON JONES

[Seal] _____
GLORIA JONES/HIS WIFE

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

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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 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 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) dated subsequent to the 90 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.

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 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.

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To Have and to Hold the above-described premises, with the
 apartment and fixtures, unto the said Mortgagee, its successors
 and assigns, forever, for the purpose and use 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 Mortgagee does hereby expressly release and waive.

And Said Mortgagee 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 suffi-
 cient to pay all taxes and assessments on said premises, or any tax
 or assessment that may be levied by authority of the State of Il-
 linois, or of the county, town, village, or city in which the said
 land is situated, upon the Mortgagee 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 in-
 debtedness, 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 Mortgagee 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
 money so paid or expended shall become so much additional in-
 debtedness, secured by this mortgage, to be paid out of proceeds of
 the sale of the mortgaged premises, if not otherwise paid by the
 Mortgagee.

It is expressly provided, however, all other provisions of this
 mortgage to the contrary notwithstanding, that the Mortgagee
 shall not be required to pay, discharge, or tax lien upon or against the
 premises described herein or any part thereof or the improvement
 situated thereon, so long as the Mortgagee shall, in good faith, con-
 sider the same or the validity thereof by appropriate legal pro-
 ceedings 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 Mortgagee further covenants and agrees as follows:
 That he will promptly pay the principal of and interest on the
 indebtedness evidenced by the said note, at the times and in the
 manner therein provided. 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 Mortgagee 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 Mort-
 gagee in trust to pay said ground rent, premiums, taxes 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 Mortgagee 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 pay-
 ment shall, unless made good by the Mortgagee 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 (\$) 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 Mortgagee 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 Mortgagee,
 shall be credited on subsequent payments to be made by the Mort-
 gagee, or refunded to the Mortgagee. If, however, the monthly
 payments made by the Mortgagee 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 Mortgagee
 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 Mortgagee shall tender to the Mortgagee, in accor-
 dance 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 ac-
 count of the Mortgagee any balance remaining in the funds ac-
 cumulated under the provisions of subsection (a) of the preceding
 paragraph. If there shall be a default under any of the provisions
 of this mortgage covering in a public sale of the premises covered
 hereby, or if the Mortgagee acquires the property otherwise after
 the expiration of the term of the mortgage, at the time of the commence-
 ment 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 Mortgagee 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 prompt-
 ly, when due, any premiums on such insurance provision for pay-
 ment 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 Mortgagee will give
 immediate notice by mail to the Mortgagee, who may make proof

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Loan/No.: 5 2 3 0 2

FHA Case No.: 131:4770976

HUD DUE ON SALE/ASSUMPTION RIDER

THIS RIDER is made this 26TH day of JANUARY, 19 87, 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:

1ST STANDARD MORTGAGE

CORPORATION

(the "Mortgage") of the same date and covering the property described in the Security Instrument and located at:

639 WEST 129TH PLACE

CHICAGO, ILLINOIS 60628

(Property Address)

DEPT-01 RECORDING

\$14.25

TW3333 TRAN 6003 01/27/87 12:35:00

#1947 # A # -07-052682

COOK COUNTY RECORDER

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 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 requirements of the Commissioner.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and provisions contained in this Rider, the day and year first written.

Simon Jones (SEAL)
SIMON JONES

Gloria Jones (SEAL)
GLORIA JONES/HIS WIFE

(SEAL)

(SEAL)

12/1/86

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D20.9

14.25

463393ds

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THIS IS A COPY OF THE ORIGINAL RECORD AS KEPT IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ORIGINAL RECORD IS THE ONLY AUTHORITY FOR THE CONTENTS OF THIS COPY.

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