### UNOFFICIAI

State of Illinois

### Mortgage

FHA Case No. 131-4865954-703

This Indenture, made this JAMES R. CAREY AND ROBBIE L. CAREY, HUSBAND AND WIFE

**24TH** 

day of . 19 87 . between JANUARY

CARL I. BROWN AND COMPANY

a corporation organized and existing under the laws of

THE STATE OF KANSAS

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 FORTY FIVE THOUSAND NINE HUNDRED FORTY SIX AND NO/100-

> Dollars (S 45,946.00

payable with interest at the rate of

TEN AND ONE HALF

per centum ( 10.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

KANSAS CITY, MISSOURI

at such other place as the folder may designate in writing, and delivered: the said principal and interest being payable in monthly installments of

FOUR HUNDRED THIRTY FOUR AND 19/100----

, 1987 , and a like sum on the first day of each and every month thereafter until the note on the first day of is fully paid, except that the final pryment of principal and interest, if not sooner paid, shall be due and payable on the first day FEBRUARY . 2012

Now, Therefore, the said Mortgagor, for the better set uring 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 NORTH 60 FEET OF LOT 94, (EXCEPT THE NORTH 28 FEET THEREOF) IN THE SUBDIVISION BY EUGENE S. PIKE OF THAT PART OF THE SOUTH EAST OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF SPRUCE STREET, SOUTH OF THE CENTER LINE OF 93RD STREET, WEST OF THE WEST LINE OF THE RIGHT OF WAY OF PITTSBURGH, CINCINNATI, ST. LOUIS RAILROAD AND NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION AND MARKED "LONGWOOD SUBDIVISION" OF THE MAP THEREOF RECORDED IN THE RECORDER'S OFFICE JANUARY 18, 1889 IN BOOK 32 PAGE 37 IN COOK COUNTY, ELLINOIS.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVERANTS, IF ANY, NOW OF RECORD. PERM TAX NO. 25-06-416-039-0000 9312 S. VANDERPOEL, CHICAGO, ILLINOIS 60620

COOK COUNTY, ILLINOIL FILED FOR RECORD

1987 FEB -3 PH 2: 12

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SEE ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS. COVENANTS, AND CONDITIONS OF THIS MORTGAGE.

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 lour-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-82116-M.1 (9-86 Edition) 24 CFR 203.17(a) UNOFFICIAL COPY

gagee in trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mort-

to the date when such ground rents, premiums, taxes and divided by the number of months to elapse before one month prior estimated by the Mortgageet less all sums already paid therefor

taxes and assessments next due on the mortgaged property fall as and other hazard insurance covering the mortgaged property, plus premiums that will next become due and payable on policies of fire

(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 principal and interest payable under the terms of the note secured

That, logether with, and in addition to, the monthly payments of whole or in part on any installment due date.

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

And the said Mortgagor further coverants and agrees as follows:

the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby accign to the Mortgagee all And as Additional Security for the pyrachi of the indebtedness

become due for the use of the premises he einabove described.

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

acceptable to the Mortgagee, in event of loss Mortgagor will give

have attached thereto loss payable clauses in favor of and in form

policies and renewals thereof shall be field by the Mortgagee and

periods as may be required by the Morigagee and will pay prompt. by, when oue, any premiums on such insugnice florision for payment of which has not been made hereinbelogy. All insurance shall ment of which has not been made hereinbelogy.

hazards, casualties and contingencies in such amounts and for such

That He Will Keep the improvements now existing or hereafter

from time to time by the Mortgagee against loss by fire and other

erected on the mortgaged property, insured as may be required

the amount of principal then e. aining unpaid under said note. under subsection (a) of the preceding paragraph as a credit against acquired, the balance then consining in the lunds accumulated ment of such proceedings at the time the property is otherwise default, the Mortgages shall apply, at the time of the commencehereby, or if the Mortgagee acquires the property otherwise after of this mortes, e resulting in a public sale of the premises covered cumulated inder the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions count of the Mortgagor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the entire indebtedness represented thereby, the Montgagee shall, Lance with the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgagee, in accorrents, taxes, assessments, or insurance premiums shall be due. If at deficiency, 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 Morigagor 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 shall be credited on subsequent payments to be made by the Monsuch excess, if the loan is current, at the option of the Mortgagor,

subsection (a) of the preceding paragraph shall exceed the aniount-It the total of the payments made by the Mortgagor under myolyed in handling delinquent payments. more than filteen (15) days in arrears, to cover the extra expense. not to exceed four cents (4c) for each, dollar (51) for each payment under this mortgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default

taxes, and assessments, or insurance premiums, as the case may be,

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

ment shall, unless made good by the Mortgagor prior to the due Any deficiency in the amount of any such aggregate monthly paylate charges.

amortization of the principal of the said note; and interest on the note secured hereby;

hazard insurance premiums;

(i) ground tents, if any, taxes, special assessments, fire, and other

be applied by the Mortgagee to the following items in the order set

shall be paid by the Mortgagor each month in a single payment to hereby shall be added together and the aggregate amount thereof paragraph and all payments to be made under the note secured (d) All payments mentioned in the preceding subsection of this

special assessments; and

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 It is expressly provided, however (all other provisions of this

ecedings 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 or 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 norwithstanding), that the Mortgagee .10gagaro?.

the sale of the mortgaged premises, if not otherwise paid of the

debtedness, secured by this mortgage, to be paid out of proceeds of in lanchi, be donn or expended shall become so much additional inma) deem necessary for the proper preservation, mereof, and any such repairs to the property herein mortgaged as it its discretion it assessments, and insurance premiums, when due, and may make premises in good repair, the Mortgagee may tay such taxes, that for taxes or assessments on said riemises, or to keep said payments, or to satisfy any prior lien of incumbrance other than in case of the refusal or neglect of the Mortgagor to make such

of insurance, and in such amornis, as may be required by the debtedness, insured for the benefit of the Mortgagee in such forms time be on said precinities, during the continuance of said inthereof; (2) a sun't difficient to keep all buildings that may at any and is situate, upon the Mortgagot on account of the ownership linois, or of the county, town, village, or city in which the said or assessment that may 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

`Jortgagee.

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 And Said Mertgagor covenants and agrees:

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 appurenances and fixintes, unto the said Mongagee, its successors In Have and to Hold the above-described premises, with the

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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 here by 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 are out of indebtedness upon this Mortgage, and the Note secured nereov 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 SIXTY from the date hereof (written statement of any oflicat of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such in the bility), 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 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.

An in Case of Foreclosure of this mortgage by said Mortgage 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 nursuance of any such decree: (1) All the costs of such suit or suits advertising, sale, and conveyance, including attorneys', solicitor', and stenographers' fees, outlays for documentary evidence, and cost of said abstract and examination of title; (2) all the morey advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set for in it the note secured hereby, from the time such advances are made., (3) all the accrued interest remaining unpaid on the indebted is shereby secured; and (4) all the said principal money remaining annaid. The overplus of the proceeds of the sale, if any, shall then, to raid 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 Mortgage will, within third (30) days after written demand therefor by Mortgagor, execute 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.

Page 3 of 4

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|  |         | aged Jo  | m and duly recorded in Book  | at c'clock   |
| 4'D' 16  | fice of | for Record in the Recorder's Ol                      | )×,  | Doc: No.   |
| n to me to be-the same<br>id before me this day in |         | subscribed to the forestigned, said the forestigned. | THEY  Sary act for the mes and purposes therein se  my hand and Motarial Sast this  11tt **Extra 3************************************ | aforesaid, Do I-<br>and<br>person whose n<br>person and ack<br>free and volunt |
|  |         |  | ТУСКЕОИ  | State of <b>Hitotas</b><br>County of   |
| Ilso2l   | EX CM   | d year lirst written.  [Seal]  ROBBIE L. CAR         | hand and seal of the Mortgagor, the day and  | Witness the  |

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#### ASSUMPTION RIDER - FHA

THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING OMMISSIONER, OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO THE IMMEDIATELY DUE AND PAYABLE IF ALL OR A PART OF THE PROPERTY IS SCLI, OR OTHERWISE TRANSFERRED (OTHER THAN BY DEVISE, DESCENT OR OPERATION OF LLD, 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.

EXECUTED ON THIS 24TH DAY OF JANUARY 19 8
IN JACKSON COUNT! 19 8
BY JAMES R. CAREY IND ROBBIE L. CAREY

MORTGAGOR

MORTOAGOR

MORTGAGOR

MORTGAGOR

Subscribed and sworn to before me this 24TH day of JAWARY

Notary

My Commission Expires:

ROTARE POST OF TRATE OF MISSORNI

NY COUNTESTON EXP. U.C. 8, 1909 ISSUED THRU MISSOURI BUTARY ASSOC.

PREPARED BY & MAIL TO: CARL I. BROWN & CO. 1310 CARONDELET DRIVE KANSAS CITY, MISSOURI 64114

30X 333~HV

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