## 

#### MORTGAGE

form is used in connection with mortgages insured under the one to four family provisions of the National **Housing Act** 

THIS INDENTURE, Made this day of

FEBRUARY

, 1987 between

EMEMBOLYN BOYD , AN UMARRIED WOMANY

NEVER MARRIED

, Mortgagor, and

THE LONAS & NETTLETON COMPANY a corporation organized and existing under the laws of CONNECTICUT Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SIXTY SEVEN THOUSAND NINE HUNDRED --FIFTY AND 00/100----- Dollars (\$

payable with interest at the rate of NINE AND 000/1000 per centum ( 9.0000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DALLAS,

or at such other place as the holder may designate in writing, and deliver-DALLAS COUNTY, TEXAS or at such other place as the holder may designate in writing, and de ed; the said principal and interest being payable in monthly installments of FIVE HUNDRED FORTY SIX AND-

\_ Dellars (\$ 546.75 ) on the first day 75/100-----, 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 2017. MARCH,

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the jet ormance 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 Illinois, to wit:

LOTS 1 TO 5 INCLUSIVE (EXCEPT THE NORTH 31 FEET OF SAID LOTS AND EXCEPT THE BOUTH 82 FEET OF SAID LOTS AND EXCEPT THE WEST 7 FEET OF LOT 5) IN BLOCK B IN CREMIN AND BRENAN'S FAIRVIEW PAR'S SUBDIVISION OF CERTAIN BLOCKS AND PARTS OF BLOCKS IN CROSBY AND OTHERS SUBLIVISION OF THE BOUTH 1/2 (WEST OF RAILROAD) COCKS IN COUNTY, INCREMENTAL RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

8104 S. LOOMIS ST., CHICAGO, IL

TOGETHER with all and singular the tenements, hereditaments and appartenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of ever kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixture, in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, it'e, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenance; and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set for the free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Ill nois—which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR 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 here-inafter 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.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property hetern mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings 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

The form and substance of this document are the same as HUD/FHA form No. 92116M (5-80) currently in use. So certified by The Lomas & Nettleton Company, by Eddie Daniels, Assistant Vice President

02-58-28184 181-4821999-703 STATE OF ITLINOIS

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AND the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note accured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;

(1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or

(11) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in Iteu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

- pured without caking into account derinquencies or prepayments,

  A sum rqual 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 indeaged 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 Mortgagee in trust to pay said ground rents, premiums,
  taxes and special assessments, and
- taxes and special assessments, and

  (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured early shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set forth:

  (i) premium clarges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (iv lieu of mortgage insurance premium), as the case may be;

  (ii) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

  (iii) interest on the note secured hereby; and

  (iv) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgager may collect a "late charge" not to exceed your cents (4¢) for each dollar (\$1) 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 he Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by inc Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, it is leadn is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or efunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of interesting 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 Mortgagor shall pay to the Mortgagoe any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, axes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance 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 account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the communicement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of pircipal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the pre-

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afore said the Mortgagor does hereby sign 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 not gaged property, insured as may be required from time to time by the Mortgagee against loss by fire and o her inzurds, casualties and contingencies in such amounts and for such periods as may be required by the Mortgage. Out will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and let ewals 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, with 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 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 \_\_\_\_\_\_\_\_ 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 <u>SIXIY DAYS</u> time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), \_\_time from the date of this 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 here-by 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.

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THE LONG SOUTH CICKEN AVE. SUITE
OAK FOREST, ILLINDIS SOASS DRAFTED BY AND WHEN RECORDED Раве 10 stded in Book

ADOID'O 10 61 .Q.A au) uo Record in the Recorder's Office of DOC: NO: 78 91 'G 'Y ' **YATT** GIVEN under my hand and Notatial Seal this of homestead. free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right signed, sealed, and delivered the said instrument as person and scknowledged that aye subscribed to the foregoing instrument, appeared before me this day in person whose name I, the undersigned after the temporal of the same and the COUNTY OF GOOK STATE OF ILLINOIS [SEVI] BMENDOTAN BOAD [SEVI] SEAL

hand and seal of the Mortgagor, the day and year first written. MILNESS (Pe the feminine.

THE COVENAUTS HEREIN CONTAINED shall bind, and the penetite and advantages shall inute, to the respective heirs, executors, administrators, successors, and or singular number shall include the plural, the singular, and the masculine gender shall include

SEE THE ATTACHED ON -TIME HIP RIDER WHICH IS MADE A PART HEREDF. institly of the Morigagor.

IT IS EXPRESSLY AGREED that no extension of the fine to payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee to any manner, the original liability of the Mortgagee to any manner, the original

of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier ex-ecution or delivery of such release or satisfaction by Mortgagee.

Il 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 agree nects herein, then this conveyance shall be null and void and Mortgagor, execute a release or satisfaction gages will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction

AND THERE SHALL PE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made it pursuance of any such decree: (1) All the costs of such suits, advertising, sale, and conveyance, including attorneys, solicitors, and stenographors' fees, outlays for documentary evitor 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 evances are made; (3) all the accrued interest remaining unpaid on the included hereby, from the time such evances are made; (3) all the accrued interest remaining unpaid on the includedness 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 Mortgagor.

be made a party, insteto by teason of this mortgage, its costs and expenses, and the reasonable fees and charges of solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and the said premises under this mortgage, and all such expenses shall become so much additional indebiedness secured hereby and be allowed in any decree foreclosing this mortgage. 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 auch proceeding, end slao for all outlays for documentary evidence and the cost of a complete abstract of title for the proceeding, end in case of any other suit, or legal proceeding, wherein the Mortgagee shall be purpose or suit foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be purpose or suit foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be purpose or suit foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be purpose or suit foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be purpose or suit foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be proceeding.

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 hereinahove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the tight 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 Mortgage, or any party claiming under said Mortgager, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the premises 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 easid premises during the homestead, enter an order placing the Mortgagee with power to collect the rents, issues, and profits when collected may be applied toward the payment of the indebted-demption, and such tents, issues, in case of said each rents, issues, in a said premises unit and, in case of said each tents, issues, in a said premises of the perton of the period of tents, or such tents, issues, in a such tents, issues, costs, takes, insurance, and other items necessary for the protection and preservation of the property.

Whenver the said Mortgages of said profits when celessary for the protection of the property.

Whenver the said Mortgages and other items necessary for the protection of the property.

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#### Mortgage One-Time MIP Rider

							FEBRUARY
<b>SW</b> EMD	OLYN	BOYD,	AN	UNMA	RRIEI	) V	MAMON.

, 19 87 , amends the Mortgage of even date by and between

, Mortgagor, and The Lomas & Nettleton

Company, Mortgagee, as follows:

- 1. The first full paragraph on the second page which reads as follows is deleted:
  - "That privilege is leserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due or one note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."
- 2. The first full paragraph on the second page is replaced by the addition of the following: "Privilege is reserved to pay the debt, in whole or in part, on any installment due date."
- 3. Section (a) of the second full paragraph on the second page is deleted.
- 4. Subsection (c) (I) of the second full paragraph on the second page is deleted.
- 5. In the third sentence of the third full par graph on the second page, the words "all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and" are deleted.
- 6. The fourth sentence of the third full paragraph on the second page is amended by insertion of a period after "... then remaining unpaid under said note" and deletion of the remainder of the sentence.
- 7. The next to the last full paragraph on the second page is amended by the addition of the following:
  - "This option may not be exercised when the ineligibility for insurance under 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."
- 8. The following provision is added:
  - "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."

IN WITNESS WHEREOF, GWENDOLYN BOYD AN UNMARRIED WOMAN

has set HER hand(s) and seal(s)

the day and year first aforesaid.

(SEAL)

GWENDOLYN BOYD AN LINEAR LETTERS (SEAL)

(SEAL)

Signed, sealed and delivered

in the presence of

87095220

DEPT-01 RECORDING \$13.25
TH3333 TRAN 3763 92/18/87 19:44:90
H7497 H A H B 7 0 7 5 2 4
COOK COUNTY RECORDER

To be used with the Mortgage, L&N form #6227.

4925 (10-86) 40a

02-58-26184 131-4821999-703 13 25

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