

UNOFFICIAL COPY

State of Illinois

87103165
Mortgage

87103165

Loan # 00052691-3

FHA Case No.:

131: 485 9647 703B

This Indenture, Made this 16th day of February, 19 87 between

TIMOTHY P. CHMURA and KATHLEEN M. CHMURA, His Wife

, Mortgagor, and

Midwest Funding Corporation
a corporation organized and existing under the laws of
Mortgagor.

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 principal sum of Eighty-one thousand six hundred and NO/100 - - - - - Dollars (\$ 81,600.00)

payable with interest at the rate of Nine
per centum (9.00000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its
office in DOWNEING GROVE ILLINOIS, 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
Eight hundred twenty-seven and 65/100 - - - - - Dollars (\$ 827.65)
on April 01, 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 March
20 02.

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 WEST 60 FEET OF LOT 15 (AS MEASURED ON THE SOUTH LINE THEREOF) IN
FIPINGER'S ADDITION TO HILLSIDE, IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO
AND EXECUTED OF EVEN DATE HEREWITHE 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 # 15-07-307-058

All F-B-O

Also known as 5838 RIDGE AVENUE, BERKELEY
Together with all and singular the tenements, hereditaments and appurtenances thereto 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.

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 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 hereinafter 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.

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OWNERS GROVE, ILLINOIS 60515
1020 31ST STREET, SUITE 401
MIDWEST FUNDING CORPORATION

PREPARED BY: JANET HENDERSON
RETURN TO:

File for Record in the Recorder's Office of
County, Illinois, on the day of
A.D. 19

Page

of

o'clock

, and duly recorded in Book

Doc. No.

CONTRACT NO.: 4-2-10
NOTARY PUBLIC

GIVEN under my hand and Notarial Seal this
February A.D. 19 87.

I, THE UNDERSIGNED,
and KATHLEEN M. CHMURA, HIS WIFE
and KATHLEEN M. CHMURA, HIS WIFE
do hereby certify that TIMOTHY P. CHMURA
is a notary public, in and for the County and State
of Illinois whose name is
his wife, personally known to me to be the same
person whom I have seen.
I, THE UNDERSIGNED,
do hereby certify that TIMOTHY P. CHMURA
is a notary public, in and for the County and State
of Illinois whose name is
his wife, personally known to me to be the same
person whom I have seen.
I, THE UNDERSIGNED,
do hereby certify that TIMOTHY P. CHMURA
is a notary public, in and for the County and State
of Illinois whose name is
his wife, personally known to me to be the same
person whom I have seen.

COPY OF PAGE

SAC of Illinois

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

TIMOTHY P. CHMURA

(Signature)

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

87103165

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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 Mortgagor 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 Sixty 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 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 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 money 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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

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.

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That he will keep the improvements now existing or hereafter erected on the more graded 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 Mortgagor and will pay promptly, when due, any premiums on such insurance provided for the payment of which has not been made before.

And as additional security for the payment of the indebtedness
aroreasid the Mortgagor does hereby assign to the Indebtedness
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

however, the monthly payments made by the Mortgagor under sub-section (b) 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 Mortgagor shall pay to the Mortgagée 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 Mortgagor shall fail to make good hereby, full payment of the provisions of this note to the Mortgagée, in accordance with the Mortgagor's debt, then the Mortgagor shall be liable to the account of the Mortgagée for all payments made under the indenture of sub-section (a) of the preceding paragraph which have been made under sub-section (a) of the preceding paragraph.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under 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 Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or reduced to the Mortgagor, if:

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 Mortgagee may collect a "late charge" not to exceed four 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.

LXXX amortization of the principal of the said note; and
LXXXI late charges.

the order set forth:

1. (1)(A) interest on the note secured hereby;

2. (1)(B) hazard insurance premiums;

I (1)(C) ground rents, if any, taxes, special assessments, fire, and
other hazards;

3. (1)(D) interest on notes or obligations, including premium, for the use
of funds advanced by the holder of such notes or obligations;

4. (1)(E) expenses of collection and defense of action, or otherwise
settled up, resulting from the violation of this Act.

Secured hereby shall be added together and the aggregate amount
thereof shall be paid by the Mortgagor each month in a single
payment of principal to be paid by the Mortgagor to the following items in
the order set forth:

(b) 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, plus taxes and assessments next due on the mortgaged property, plus all sums already paid by the mortgagor less all sums advanced by the mortgagor to the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become due again, such sums to be held by the mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections

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

In case of the refusal of the Mortgagor 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, which shall become a part of the premises, or to sell the same, and apply the proceeds of the sale of the mortgaged premises, if not otherwise provided by the Mortgagee.

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87103165
LOAN# 00052691-3

CASE# 131: 485 9647 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.

Timothy P. Chmura February 16, 1987
Borrower TIMOTHY P. CHMURA Date
Kathleen M. Chmura February 16, 1987
Borrower KATHLEEN M. CHMURA Date
Borrower _____ Date
Borrower _____ Date

State of Illinois DEPT-01 RECORDING # \$14.25
County of Dupage TRAN 47112 2/23/87 11:35:00
49344 # 87-103165 COOK COUNTY RECORDER

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that TIMOTHY P. CHMURA and KATHLEEN M. CHMURA, His Wife personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T he Y signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 16TH day of FEB., 1987.

Marge McH
Notary Public

4-2-90

Commission Expires

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

87103165

87103165 14.25

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1937-1938, 1938-1939, 1939-1940, 1940-1941

卷之三十一

同时，我们还必须看到，从整体上讲，中国社会的文明程度和道德水平与西方国家相比，还有很大的差距。

Principally, the first two are concerned with the development of the child's personality, and the last two with his social development.

A large, semi-transparent watermark is printed diagonally across the page. The text "Property of Cook County Clerk" is written in a bold, serif font. The word "Property" is at the top left, "of Cook" is in the middle, and "County Clerk" is at the bottom right. The entire watermark is oriented from the top-left corner towards the bottom-right corner of the page.

As a result of the investigation, it was determined that the subject had been in contact with the victim during the period of time in question. The subject was interviewed and advised that he had been in contact with the victim during the period of time in question. The subject was interviewed and advised that he had been in contact with the victim during the period of time in question.

Wetlands provide habitat for many rare and threatened species, including the American eel, which depends on wetlands for spawning.

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