

UNOFFICIAL COPY

State of Illinois

Mortgage

FHA Case No

131:4826229-703

This Indenture, Made this 20TH day of FEBRUARY , 19 87, between

ROBERT G. WEST AND CYNTHIA S. WEST, HIS WIFE----- , Mortgagor, and
FLEET MORTGAGE CORP.-----a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND
Mortgagor.

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

(\$ 64,771.00-- SIXTY FOUR THOUSAND SEVEN HUNDRED SEVENTY ONE AND NO/100----- Dollars
 payable with interest at the rate of ONE HALF per centum (8.50 %) per annum on the unpaid balance until paid, and made
 payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN
 or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-
 stallments of FOUR HUNDRED NINETY EIGHT AND 03/100----- Dollars (\$498.03----)
 on the first day of APRIL , 19 87, and a like sum of 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 , 19 87

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the perfor-
 mance of the covenants and agreements herein contained, doth 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:

LOT 17 IN BLOCK 10 OF PARKSIDE, A SUBDIVISION OF THE NORTHEAST
 1/4 (EXCEPT THE SOUTH 330 FEET OF THE WEST 330 FEET THEREOF), IN
 SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

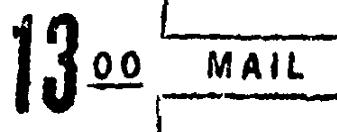
DEPT-01 RECORDING \$13.25
 1P4049 TRAN 0571 02-07-87 14:40:00
 #3100 # 10 36-13-01-01-00000000
 COOK COUNTY RECORDER

AAO 28-30-210-017 II
 6531 RAVINIA DR, TINLEY PARK

6472128

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 (ii)) in accordance with the regulations for those programs.



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1094E SOUTH WESTERN AVE
CHICAGO, ILLINOIS 60643

THE MORTGAGE CORP.
GRIG MCGAUGHEY FDN

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Page 1 of 1, and duly recorded in Book

day of A.D. 19

31

The seal is rectangular with a decorative border. The words "OFFICIAL SEAL" are at the bottom, "STATE OF ILLINOIS" are in the middle, and "NOTARY PUBLIC" are at the top. The date "A.D. 1868" is also present.

...where under my hand and sign I declare seal this

and CINNABAR S. WESTI and Person whose name is ARB Person whose name is TREY
This will, personally known to me to
be true, personally known to me to
be true,
subscribed to the foregoing instrument, appeared before me
person and acknowledged that
I signed, sealed, and delivered the said instrument as
TREY

1. THE UNDERTAKING
BOSTON G., WEST

Comy of

State of Illinois

ROBERT G. WEST (Seal) CYNTHIA S. WEST, HIS WIFE (Seal)

With the hand and seal of the Mortisager, 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 **NINETY** 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 **NINETY** 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 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.

An 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; 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 Contained herein 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 little will keep the improvements now existing on her real estate 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 for such amount of which has not been made heritable. All insurance shall be carried in companies approved by the Mortgagee and the premium of which may be deducted by the Mortgagee in favor of and in form of a rebate at the rate of one-half of one per centum of the principal sum insured.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under subsection (a) of the preceding paragraph it shall exceed the amount of the payments actually made by the Mortgagor under subsection (a) of the preceding paragraph if, however, the monthly

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this mortgage. The mortgage may collect a "late charge" not to exceed four cents ($\$0.04$) for each dollar ($\1) for each extra expense more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(iv) late charges

(iii) amortization of the principal of the said note; and

hazard insurance premiums.

(ii) ground rents, if any, taxes, special assessments, fire, and other expenses.

be applied by the Mortgagee to the following items in the order set out in the following table:

hereby shall be added together and the aggregate amount thereof

(a) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured

accessories); and

in trust to pay said ground rents, premiums, taxes and special charges will become due and payable, such sums as the sum of money

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(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 hereof to the date when such ground rents, premiums, taxes and assess-

"Nat, 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:

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

If it is expressly provided, however, (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagor 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 therein, so long as the Mortgagor shall, in good faith, continue to pay, assess and collect the same or the validity thereof shall not be questioned by appropriate legal proceedings before or after the sale or forfeiture of the tax, assessment, or lien so operated to prevent the collection of the tax, assessment, or lien so collected and the sale of the property of the said premises or any part thereof to satisfy the same.

hereinafter provided, until said note is fully paid, ((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 situated, upon the mortgagee or his heirs, executors, administrators, or personal representatives, and in such amounts as may be required by the debt-holders, insured for the benefit of the mortgagee in such forms time be on said premises, during the continuance of said in- therof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, in a fit condition, and in good repair, and 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 situated, upon the mortgagee or his heirs, executors, administrators, or personal representatives, and in such amounts as may be required by the debt-holders, insured for the benefit of the mortgagee in such forms of insurance, and in such amounts as may be required by the

(hereof), or of the security intended to be effected by virtue of this instrument, nor to suffer any loss of mechanics men or material men so attach to said premises, to pay to the Mortagagee, as

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

Exemption from Laws of the State of Illinois, which said rights and benefits to said Mortgagee does hereby expressly release and waive.

to the same end to meet the acute-occurring demands, with the
appurtenances and fixtures, until the said Morgabee, his 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