Pand Jall - 1-301451-03 - 0. LOBUE UNOFFICIAL, CO

State of Illinois

## Mortgage

FHA Case No

131:4853542-703

This Indenture, made this

25th

87, between

Charlotte L. Goodwin, Divorced And Not Since Remarried Sears Mortgage Corporation, An Ohio Corporation a corporation organized and existing under the laws of The State of Ohio

87174087

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even Ninety Five Thousand And No/100----date herewith, in the principal sum of

Dollars (\$ 95,000.00-----) payable with interest at the rate of Eight------

per centum ( --- 8.00---- %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 300 Knight oridge Parkway, #500, Lincolnshire, Illinois 60069

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

Six Jundred Ninety Seven And 08/100------ Dollars (\$ 697.08------87 and a like sum on the tast day of each and every month thereafter until the note is fully paid. May 1 except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of 17.

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, thestly 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 and the State of Illinois, to with

Lot 9 in Block 1 in Fordson Manor, a Pesubdivision of Lots or Blocks 4, 5, 6 and 7 in Edam's Subdivision of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 and the Southeast & of the Northeast & of the Northeast & of Section 11 and (except the right of way of the Illinois Central Railcold Company) the Southwest 4 of the Northwest of Section 12, Township 36 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Tax No. 29-12-119-006, Volume 203 CEO M.

This instrument was prepared by: Sue Janachowski For

Sears Mortgage Corporation 7000 West 111th Street Worth, I1 60482

D BUX45 COOK COUNTY RECORDER

780471--- 78--- a # 257# 1844444 1844 0424 04/02/87 10:15:00

DELL-01 LECOLDING

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 condence with the regulations for those programs.

UNOFFICIAL	COPY
Page 4 of 4	

	Ô.				
	DON				
	0,	xc			
	*	C			
		0/			
		$\tau_{\ell}$			
			0,		
	,	Page	lo.	Accel ni bebreeel ylub busm	ас ојејосу
61 'G'V	jo (ep	off no ,si	2	7711 a	
	to soitt	O sheboorder's O	i בפססום אל (אר און און אל (און און און אינוי) אינו	My Commission Exp. (6) 1/3/6	.ov., So.
offer amon	2010	2000	- <b>E</b> mm	"Dreight Seal"	
- Sue C	Jann 11	(pp. 52.5	· <b>/</b>	sidt les2 leits oV. i ne bued	Аш тарып памет
G GLAA.	O MINE OF THE PARTY OF			action the uses and purposes therei	
рег	sa tnomuniani biaz sr	d, and delivered th	signed, seale	ane sentinguis.	becon and ackno-
omes offt of or or or own of any only on your or	ond ellisnorist, personally kno				<del></del>
arlotte L. Goodwin, Divorced And Not since Remarried				idersigned Charlotte	I che ur aforesaid. Do Her
				. Ass	County of
					sionill to state.
eas			Ness)		
(liss)		e Remarried		L. Goodwin, Divorced A	
11 *** *1					

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 fore closure 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 and out of indebtedness upon this Mortgage, and the Note secured hereof 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 of not.

The Mortgagor Further Agrees abut 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) iffeer 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 an 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 defi ciency, 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 Mort gagor 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 complamant 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 suris, advertising, sale, and conveyance, including attorneys', solicities and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the morays 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 indebteches, hereby secured; and (4) all the said principal money remaining suppoid. 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 berein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after written demand therefor by 'Aortgagor, 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.

Page 3 of 4

pur isquamssasse in trust to pay said ground rents, premiums, taxes and special meurs will pecome definduent, such sums to be held by Mortgagee

paragraph and all payments to be made under the note secured. this appropriate mentioned in the preceding subsection of this

he applied by the Mortgagee to the following steins in the order set spall he paid by the Mortgagor each month in a single payment to hereby shall be added together and the aggregate amount thereof

(b) ground rents, if any, taxes, special assessments, fire, and other

(ii) interest on the note secured hereby. isumiuiaid aaueinsiir piezeq

esagnedo etal (40) tin) amortization of the principal of the said notestinome (iii)

mzolzed in handling delinquent payments. more than fifteen (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 ment shall, unless made good by the Mortgagor prior to the due Any deficiency in the amount of any such aggregate monthly pay

acquired, the balance then remaining of the funds accumulated default, the Mortgagge shaft apply, at the time of the commence-ment of such proceedings or at the time the property is otherwise pecept, or it the Mortgage, equites the property otherwise after of this mortgage resulting a a public sale of the premises covered paragraph. If there shall be a default under any of the provisions commissed under 12 of more supprection (a) of the preceding count of the Markasor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the entire indebtedness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any the Mortgagor shall tender to the Mortgagee, in accorrents taxes, assessments, or insurance premiums shall be due. If at differency, or or before the date when payment of such ground and the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor 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 II, however, the monthly apail be credited on subsequent payments to be made by the Mort such excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, and section in of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does bereby assign to the Mortgagee all And as Additional Security for the payment of the indebtedness

tajou pies tapun piedan Sumuemat nada jedianitd jo tunome adi

nuget appacation on the preceding participations as a credit against

policies and renewals thereof shall be held by the Mortgagee and be carried in companies approved by the Mortgagee and the ment of which has not been made hereinbefore. All insurance shall From the property of the prope to be at may be required by the Mortgagee and will pay prompt baxards, casualites and contingencies in such amounts and for such from time to time by the Mortgagge against loss by life and other erected on the mortgaged property, insured as may he required that He Will Keep the improvements now existing or hereafter

immediate notice by mail to the Mortgagee, who may make proof acceptable to the Mortgagee. In event of loss Mortgagor will give pase attached thereto loss payable clauses in favor of and in form

> benefits to said Mortgagor does hereby expressly release and warve. Exemption Laws of the State of Illinois, which said rights and trom all rights and benefits under and by struce of the Homestead and assigns, forever, for the purposes and uses herein set forth, free appurenances and fixtures, unto the said Mortgagee, its successors To Have and to Hold the above described premises, with the

had Suid Mortgagor covenants and agrees:

our square aug nu announts is una poe communication for debtedness, maured for the Fenel's of the Mortgagee in such forms nuic pe ou and bremises in alk the confinance of said in thereof, i.e. sum sufficient to keep all buildings that may at any linois, or of the county, rown, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership If to start and to vision authority of the start of cient 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 thereof, or of the security intended to be effected by virtue of this onjek og medur (em reg) stripter søsmod pres nodn tonop og To keep said premises in good repair, and not to do, or permit to

the sale of the mortgaged premises, it not otherwise paid by the debitioness, secured by this mortgage, to be paid out of proceeds moneys so paid or expended shalf become so much additional in тия) дееш иссеглату тог гре ргорег ргеястацион грегсой в ід лиу auch repairs to the property herein mortgaged as in its discretion it associated and insurance premiums, when due, and make premises in good repair, the Mortgagee may pay such taxes, that for taxes or assessments on said premises or to keep said performed or to satisfy any prior flen or including or to admire than In case of the refusal or neglect of the Angagagor to make such

omes off. Aleese of Joseph 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 esectings brought in a court of competent jurisdiction, which shall rest the same of the validity thereof by appropriate legal prostructed thereon, so long as the Mortgagor shall, in good faith, con becauses described herein or any part thereof or the improvement of remove any tax, assessment, or tax ben upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the conteary notwithstanding), that the Mortgagee It is expressly provided, however tall other provisions of this

And the said Mortgagor further coveriants and agrees as follows:

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

ereach meanth 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, together with, and in addition to, the monthly payments of

to the date when such ground rents, premiums, taxes and assessdivided by the number of months to elapse before one month prior estimated by the Mortgagged less all sums already paid therefor taxes and assessments next due on the mortgaged property (all as and other hazard insurance covering the mortgaged property, plus businius que saig uext pecome que aup bayaple aug sunimad (a) A sum equal to the ground rents, if any, next due, plus the

## UNOFFICIAL COPY

FHA Assumability Rider
THIS FHA ASSUMABILITY RIDER is made this 25th day of March, 1987, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or
Security Deed (the "Security Instrument") of the same date, given by the undersigned (the
"Borrower" to secure the Borrower's note to
Sears Mortgage Corproation, An Ohio Corporation
(the "Lender")
of the same date and covering the property described in the Security Instrument and located at:
391 Madison Street, Calumet City, Illinois 60409
(Property Address)
"The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his
designee, declare all sums secured by this more gage 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 tocoths after the date of a prior transfer of the
property subject to this mortgage, to a purchaser whose ciedit has not been approved in accordance
with the requirements of the Commissioner"

BY SIGNING BELOW, Borrower accepts and agrees to the term, and provisions contained in this FHA Assumability Rider.

uns trix assumating Riger.	CVA.
Land J. LaBul	Charlotte L. Goodwin, Divorced Borrows
	Since Remarried
	(Seal)
	Jonowe
	(Seal)
	Вопоме
	(Seal)
	Волоче
	501)0 NC

SMU 40 MULTISTATE