### State of Illinois

## UNOFFICIAL COPY

## Mortgage

FHA Case No.

1.31:4836039-703

This Indenture, Made this

27711

day of

FEBRUARY

..., 19 87 beiween

SAMMY L. HESTER AND DARLENE HESTER, HIS WIFE

, Mortgagor, and

HERITAGE MORTGAGE COMPANY

YT O

87216496

a corporation organized and existing under the laws of THE STATE OF ILLINOIS Mortgagee.

Witnesseih: 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 FIFTY ONE THOUSAND AND NO/100-----

Now, therefore, the said Mortgagor, for the better securit g of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, (i.e., b) 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 19 IN BLOCK 26 IN FORD CALUMET CENTER THIRD ADDITION, A SUBDIVISION OF THE SOUTH 5 OF THE SOUTHWEST 5 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MURIDIAN, (EXCEPT THE WEST 1,376.16 FEET THEREOF AND EXCEPT THE RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS. PTIN: 30-07-321-029 VOL. 222

COMMONLY KNOWN AS: 614 EXCHANGE AVENUE, CALUMET CITY, IL 60409:

THIS INSTRUMENT PREPARED BY AND RETURN TO: HERITAGE MORTGAGE COMPANY 1000 EAST 111TH STREET CHICAGO, ILLINOIS 60628 JOHN R. STANISH, PRESIDENT

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rerist, 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 water, right, title, and interest of the said Mortgagor in and to said premises.

To have and to hold the above-described premises, with the appurienances and fixtures, unto the said Mortgague, 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 morigages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.

Previous Editions Obsolete

Page 1 of 4

HUD-92116M(10-85 Edition) 24 CFR 203.17(a)

15-01424

of this paragraph and all payments to be made under the note (c) All payments mentioned in the tw. preceding subsections

speciale assessments; and

premiums, taxes and Morigagee in trust to pay said ground reand assessments will become delinquent, such sums to be held by month prior to the date when such ground tents, premiums, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgagee) less all sums already paid erly, plus taxes and assessments next due on the mortgaged propof the and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground rents, if any, next due, plus

definduencies or prepayments;

balance due on the note computed without taking into account (1/13) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-tweltth ment, a monthly charge (in lieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop-

-united sind and and mote of even date and this insteu-Act, as amended, and applicable Regulations thereunder; or gnieuo Hiban Development pursuant to the Mational Housing holder with funds to pay such premium to the Secretary of Housnual morigage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Ma-

(I) If and so long as said note of even date and this instruby the Secretary of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-

(a) An amount sufficient to provide the holder hereof with :emuz gniwollo)

litest day of each month until the said note is fully paid, the

secured hereby, the Mortgagor will pay to the Mortgages, on the of principal and interest payable under the terms of the note That, together with, and in addition to, the morthly payments

on any installment due date. That privilege is reserved to pay the deor la vhole, or in part,

:EMO[[O]

And the said Mortgagor further revenants and agrees as

premises or any part thereof to strisfy the same. ment, or lien so contested and the sale or forfeiture of the said which shall operate to provent the collection of the tax, assesslegal proceedings brought in a court of competent jurisdiction, faith, contest the state or the validity thereof by appropriate ments situated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the shall not be recurred not shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this

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

sion for payment of which has not been made hereinbefore. bay prompily, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

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

been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have against the amount of principal then remaining unpaid under said under subsection (b) of the preceding paraktus as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise hereby, or if the Mortgagee actuing the property otherwise after default, the Mortgagee shall apply at the time of the commenceof this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding Development, and any oalance remaining in the funds acbecome obligated to pay to the Secretary of Housing and Urban tion (a) of the preceding paragraph which the Mortgagee has not the Mortgagor all payments made under the provisions of subsecputing the actount of such indebtedness, eredit to the necount of

debted. e.s. represented thereby, the Mortgagee shall, in comof the note secured hereby, full payment of the entire insnall ender to the Mortgagee, in accordance with the provisions in utance premiunts shall be due. If at any time the Mortgagor dale when payment of such ground rents, taxes, nesessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to pay ground tents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient

however, the monthly payments made by the Mortgagor under made by the Mortgagur, or refunded to the Mortgagor, If, of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgages for subsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

expense involved in handling delinquent payments ment more than iliteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (51) for each payunder this mortgage. The Mortgagee may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the Any deliciency in the amount of any such aggregate monthly

(V) late charges.

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

(111) interest on the note secured hereby; other hazard insurance premiums;

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

!aq charge (in lieu of mortgage insurance premium), as the case may

Secretary of Housing and Urban Development, or monthly (1) premium charges under the contract of insurance with the

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

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All insurance snall be carried in companies approved by the Mongages 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 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 comidential for such acquisition, to the extent of the full amount of indentialness upon this Morrgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgages and shall be paid forthwith to the Mortgages to be applied by it on account of the indebtedness secured hereby, whether due or not

The Morigagor further agrees that should this morigago and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof) written statement of any officer of the Department of the Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 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 Mortgages 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 Mortgages 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 Mortgages 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.

And in case of foreclosure of this mortgage by taid 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 mortgoes 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 moneys advanced by the coordanges, if any, for the purpose authorized in the mortgage with interes; on such advances at the rate set forth in the note secured hareby, 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 300 days after written demand therefor by Mortgagor, execute a rule se 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 Mortgagoe.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any suc-\$100 cessor in interest of the Mortgagor shall operate to release, in with any manner, the original liability of the Mortgagor.

The covenants berein 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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Witness the	umy fid	Mortgagor, the day	SEAL)	ALENE 1	lene H	ester (SEAL)
State of Illino	ý	u;				
and Day person whose that hey therein set for	signed, sealed, s	Sammy L. I subscribed to the and dollwared the said ase and waiver of the	se foregoing instrum	, his lent, appeared noist fr i.	wife, personally kn before me this day is	own to me to be the same a person and acknowledged to the uses and purposes  A.D. 19
	l N	Jacquiyn Weish ary Public, State of Commission Expires	11iipos 1/26/91	1 1 1	Motory Public	Ush-
Doc. No.	الله المحارب ا	Filed 1	or Record in the R	ecorder's Offi	ce of	
			County, Illinois,	on the	day of	A.D. 19
al	o'cl <b>ock</b>	m., and duly	recorded in Book	C	of	page .
es.					7450	

87216496

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### RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (10/65)

This rider attached to and made part of the Mortgage between

SAMMY L. HESTER AND DARLENE HESTER, HIS WIFE

, Mortgagor, and

HERITAGE MORTGAGE COMPANY

gr216496

Молдадае.

datedreBRUAR 27, 1987

revises said Mortgage as follows:

1. Page 2, the source coverant of the Mongagor is amended to read:

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

- (a) A sum equal to the ground rents, it any, next due, plus the premiums that will next become due and payable on policies of fire and other hazart ins irance covering the mortgaged property (all as estimated by the Mortgages) less all sums already paid there for divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, faxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby 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 Mortgagoe to the following items in the order set forth;
  - (i) ground rents, if any, taxes, special assessmin'r, fire, and other hazard insurance premiums;
  - (II) interest on the note secured hereby; and
  - (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly per ment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an exist or default under the mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4e) for each due of \$1) for each payment more than litteen (15) days in arrears, to cover the extra expense involved in handling oblinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the proceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and extrements, or insurance premiums. as the case may be, such excess, if the loan is current, at the option of the Mongago, or shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor, if, however, the (nonlinty payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay consist rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and particle, then the Morrgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the deformine payment of such ground rents, taxes, assessments, or insurance premiums shall be due, If at any time the Monganor shall tender to the Mortgages, in accordance with the provisions of the note secured hereby, full payment of the entitle indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) 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 if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal them remaining unpaid under said note.

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Cot County Clark's Office

Dated as of the date of the mongage reletined to hersin.

under the National Housing Act is due to the Mortgapea's failure to remit the mortgage insurance premium to the Department of Housing and Urban Devicement of thousing and Urban Devicement of the mortgage. This option may not be exercised by the Mortgages when the ineligibility for insurance

2 Page 2 the penultinate peragraph is amended to add the following sentence

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CASE # 131:4836039-703

### FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgages 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 mortgager, 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.

BORROWER SAMMY L. WESTER	× 2-27-87 × 2-27-87
2) x Mileviere Itestic	× 2-27-81
BORROVEK DARTENE HESTER	, DA
BORROWER	DA
4) BORROWER	DA
STATE OF 111	***************************************
COUNTY OF Cook	
the undersigned a not	ry public in and for the said Cou
in the State aforegaid, DO HEREBY CERTIFY that	
th the State aforesaid, DO HEREBY CERTIFY that Darlono Nostor, his wife person person s whose name so the subscribed to the se me this day in person, and acknowledged that delivered the said instrument as their uses and purposes therein set forth.	Curso, I. Hester and nually known to me to be the same foregoin; instrument, appeared bef t her signed, sealed and free and voluntary act, for the
th the State aforesaid, DO HEREBY CERTIFY that  Darlow Nestor, his wife person  person s whose name s Ale subscribed to the fi me this day in person, and acknowledged that delivered the said instrument as their	Curso, I. Hester and nually known to me to be the same foregoin; instrument, appeared bef t her signed, sealed and free and voluntary act, for the
th the State aforesaid, DO HEREBY CERTIFY that Darlono Nostor, his wife person s whose name S A subscribed to the fine this day in person, and acknowledged that delivered the said instrument as their uses and purposes therein set forth.  Given under my hand and official seal, this 27th	Surmy I. Hester and mally known to me to be the same foregoing instrument, appeared bef t he signed, sealed and free and voluntary act, for the day of Fobruary , 19
th the State aforesaid, DO HEREBY CERTIFY that Darleyo Nestor, his wife person person s whose name s car subscribed to the fi me this day in person, and acknowledged that delivered the said instrument as their uses and purposes therein set forth.  Given under my hand and official seal, this 27th  "OFFICIAL SEA Jacqulyn Wels N-'ary Public, State of	Surmy I. Hester and  Inally known to me to be the same  foregoing instrument, appeared bef  the signed, sealed and  free and voluntary act, for the  day of Fobruary  Notary Public  of Illinois
th the State aforesaid, DO HEREBY CERTIFY that Darlow Nester, his wife person s whose name s and subscribed to the fine this day in person, and acknowledged that delivered the said instrument as their uses and purposes therein set forth.  Given under my hand and official seal, this 27th lacquiryn Weis lacquiryn Weis	Surmy I. Hester and  Inally known to me to be the same  foregoing instrument, appeared bef  the signed, sealed and  free and voluntary act, for the  day of Fobruary  Notary Public  of Illinois
th the State aforesaid, DO HEREBY CERTIFY that Darleno Noster, his wife person serson serson, and acknowledged that delivered the said instrument as their uses and purposes therein set forth.  Given under my hand and official seal, this 27th lacquiyn Wels New Public, State of the State of t	Surmy I. Hester and Inally known to me to be the same foregoing instrument, appeared bef the signed, sealed and free and voluntary act, for the day of Fobruary , 19  Notary Public of Illinois s 1/26/91  Commission Expires