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State of Illinois

Mortgage

FHA Case No.

131: 4914839-203B

This Indenture, made this 28th day of April 1987, between Luis Herrera and Elvira Herrera, Husband and Wife, Prairie State Mortgage Company, Inc., Mortagor, and

a corporation organized and existing under the laws of The State of Illinois, Mortgagee.

Witnesseth: That whereas the Mortagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

Sixty Eight thousand Eight hundred Forty and no/100 Dollars \$ 68,840.00 payable with interest at the rate of ---Nine---

per centum (.9%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

Westchester, Illinois 60153, 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

Five hundred Fifty Three and 90/100 Dollars (\$ 553.90) on the first day of June 1st 1987, 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 May 20, 1997.

Now, Therefore, the said Mortagor, 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:

Lot 20 in block 3 in Town Manor, a subdivision of the North 100 acres of the Northeast 1/4 of Section 5, township 39 Nort'n, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 15-05-213-017 BAO M

Commonly known as: 408 E. Morse, Northlake, Il. 60164

This Instrument prepared by: Donna J. Nicola
Prairie State Mortgage Co., Inc.

Return and Record to: City Federal Savings Bank

125 Belmont Drive
Somerset, New Jersey
08823



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 Mortagor 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 accordance with the regulations for those programs.

Previous edition may be used until supplies are exhausted

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HUD-82118-M-1 (8-86 Edition)
24 CFR 203.17(a)

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COOK COUNTY RECORDER
40074 4 C X-87-227772
140003 - TRAN 3850 04/29/87 10:39:00
DEPT-01 415,25

A.D. 19

County, Illinois, on the

day of

at o'clock m., and duly recorded in Book

Doc. No.

, Filed for Record in the Recorder's Office of

Notary Public

28 day April

A.D. 19 87

Given under my hand and Notarial Seal this
28 day of April A.D. 19 87
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the rights of homestead.
Signed, sealed, and delivered the said instrument as follows:
person and acknowledged that I, *Luis Henreter*,
person whose name is *Luis Henreter*,
subscribed to the foregoing instrument appeared before me this day in
his wife, personally known to me to be the same

, a Notary Public, in and for the County and State

and *ELVIA HECKER*
afforesaid, Do hereby Certify That *Luis Henreter*

County of DuPage

State of Illinois

LSC#

LSC#

Elvira Henreter, his wife

Luis Henreter

LSC#

LSC#

*Elvira Henreter**Luis Henreter*

Witness the hand and seal of the Notary Public, 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 [redacted] 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 [redacted] 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 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.

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; 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 Mortgagor 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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immediately notice by mail to the Mortgagor, who may make prior
accepable to the Mortgagor, in event of loss Mortgagor will give
have attached hereto less premiums in favor of said Mortgagor will form
polices and renewals thereof shall be held by the Mortgagor and
be carried in companies approved by the Mortgagor and the
invent of which has not been made herein before. All insurance shall
by, when due, any premium on such insurance for pay.
periods as may be required by the Mortgagor and will pay promptly
lazards, casualties and contingencies in such amounts and for such
from time to time by the Mortgagor shall be paid by the Mortgagor
erected on the mortgaged property, insured as may be required
that it will keep the improvements now existing or hereafter
beginning due for the use of the premises hereinabove described.

the rents, issues, and profits now due or which may hereafter all
arose out the Mortgagor does hereby assign to the Mortgagor all
And as additional security for the payment of the indebtedness

the amount of principal then remaining unpaid under said note,
under subsection (a) of the Preceding Paragraph as additional security
accurred, the balance then remaining in the premises
ment of such proceedings to the time the property is otherwise
dealt, the Mortgagor shall be liable for the time of the continuance
hereby, or if the Mortgagor acquires title to the property otherwise
of this mortgage reciting in a public sale of the premises covered
paragraph, if there shall be a default under any of the provisions
cumulated and the proceeds of subsection (a) of the preceding
count of the Mortgagor any balance remaining in the funds he.
in computing the amount of such indebtedness, credit to the date
of issue, with the provisions of the note secured hereby, full payment
dates, when the same shall be liable to the Mortgagor, in account
any sum the Mortgagor shall tender to the Mortgagor, in account
of his taxes, assessments, or insurance premiums, or taxes
deficiency, or before the date when payment of such gross
shall pay to the Mortgagor any amount necessary to take up the
when the same shall become due and payable, when the Mortgagor
taxes, and assessments, or insurance premiums, as the case may be,
preceding paragraph shall not be sufficient to pay balanced rents,
if the total of the payments made by the Mortgagor under subsection (a) of the

involved in handling defendant payables.
not to exceed four cents (\$4) for each dollar (\$1) for each payment
under this mortgage. The Mortgagor may collect a "late charge".
date of the next such payment, consisting an even 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,
(iv) late charges.

(v) amortization of the note secured hereby;

(vi) ground rents, if any, taxes, special assessments, fire, and other
hazard insurance premiums;
for: be applied by the Mortgagor to the following items in the order set
hereby shall be added together and the aggregate amount thereof
paraph and all payments to be made under the note secured
(b) All payments mentioned in the preceding subsection of this
be done, upon said premises in good repair, and not to do, or permit to
be done, upon said premises, anything that may impair the value
of the instrument, or of the security intended to be effected by virtue of the
instrument; not to suffer any lien of mechanics men or material
or assessment that may be levied by authority of the State of Ill.
claim to pay all taxes and assessments on said premises, (i) a sum suffi-
cient to provide for said premises to pay to the Mortgagor, as
men to attach to said premises; to pay to the Mortgagor,

special assessments; and

page in trust to pay said ground rents, premiums, taxes and
assessments will become due, such sums to be held by Alter-

to the date when such ground rents, premiums, taxes and
divided by the Mortgagor less all sums already paid therefor

taxes and assessments next due on the mortgaged property, plus

and other hazard insurance covering the mortgaged property, plus
premiums that will next become due and payable on policies of life

whole or in part on any insurance of the Mortgagor will pay to the Mortgagor
of each month until the said note is fully paid, the following sums:

thereby, the Mortgagor will pay to the Mortgagor, on the first day
principally and interest under the terms of the note accorded

that, together with, and in addition to, the monthly payments of

whole or in part on any insurance due date.

that he will promptly pay the principal of and interest on the

And the said Mortgagor further covenants and agrees as follows:

thereof to satisfy the same.

concrete and the sale or collection of the tax, assessments, or lien so

operative to prevent the collection of the tax, assessments, or lien so

credibly brought in a court of competent jurisdiction, which shall

lose the same or the validity thereof by appeal or

settled hereon, so long as the Mortgagor shall in good faith con-

cerns defrauded herein or tax upon or against the immoveable

or remove any tax, assessment, or lien upon or against the

shall not be required nor shall it have the right to pay, discharge,

mortgage to the contrary notwithstanding, that the Mortgagor

it is expressly provided, however other provisions of this

Mortgagor.

the sale of the mortgaged premises, if not otherwise paid by the

debtor, secured by this mortgagor so much additional, and may

such necessary for the proper preservation thereof, and in its election

assessments, and insurance premiums, when due, and may make

premises in good repair, the Mortgagor under subsection (a) of the

in case of the refusal or neglect of the Mortgagor to make such

Mortgagor.

of insurance, and in such amounts, as may be required by the

debtor, insured for the benefit of the claimants that may at any

time be on said premises, to keep all buildings that may at any

time of: (2) a sum sufficient to account of the ownership

land is situated, upon the city in which the said

liens, or of the county, town, village, or city of the State of Ill.

or assessment that may be levied by authority of the State of Ill.

claim to pay all taxes and assessments on said premises, (i) a sum suffi-

cient after provider, until said note is fully paid, (ii) a sum suffi-

cient to attach to said premises; to pay to the Mortgagor, as

benefits to said Mortgagor does hereby expressly release and waive.

Emplion laws of the State of Illinois, which said rights and

from all rights and benefits under and uses herein set forth, free

and assigs, never, for the purposes and virtues of the Homestead

appurtenances and fixtures, unto the said Mortgagor, its successors

To Hold the above-described premises, with the

And Said Mortgagor covenants and agrees:

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This Rider is made this 28th day of April, 1987,
and is incorporated into and shall be deemed to amend and supplement the
Mortgage, Deed of Trust or Security Deed of the same date given by the
undersigned to secure Borrower's Note to

PRAIRIE STATE MORTGAGE COMPANY, INC.

of the same date and covering the Property described in the Security
Instrument and located at:

408 E. Morse
Northlake, Il. 60164
(Property Address)

The mortgagor 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 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.

Luisa Herrera
Borrower

Luisa Herrera
Borrower

.....
Date

Given under my hand and Notarial Seal this 28 day of April, 1987.

M. M. S. C. W. H.
(Notary Public)

My Commission Expires: 4-2-90

-87-227772

15.05

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Property of Cook County Clerk's Office

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