

UNOFFICIAL COPY

PHS No 131-4919287 748

State of Illinois

Mortgage

87268938

This Indenture, made this 18th day of MAY, 19 87, between

ANFESAH MUHAMMAD, A SPINSTER Cherish Muhammad Mortgagor, and
HOME FAMILY MORTGAGE CORP., Mortgagee

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

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 FORTY SIX THOUSAND THREE HUNDRED NINETY EIGHT AND NO/100

Dollars (\$ 46,398.00) payable with interest at the rate of TEN AND ONE HALF
per centum (10.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its
office in ELMHURST, 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

FOUR HUNDRED TWENTY FOUR AND 42/100 Dollars (\$ 424.42)
of JULY 1, 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

JUNE 1, 2017

Now, Therefore, the said Mortgagor, for the better securing of the payment of 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 11 IN TAYLOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 11 LYING WEST OF A
LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 8,
CONVEYED TO CITY OF CHICAGO BY QUIT CLAIM DEED DOCUMENT NO. 9584025, IN
COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5225 SOUTH ASHLAND AVENUE, CHICAGO, ILLINOIS 60645
PT# 20-08-308-011/mc

THIS INSTRUMENT WAS PREPARED BY:
KATHY A. VIERS
HOME FAMILY MORTGAGE CORP.
188 INDUSTRIAL DRIVE SUITE 330
ELMHURST, ILLINOIS 60126



THE ASSUMPTION RIDER ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH 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 HERETO.

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 accordance with the regulations for those programs.

408971ds 20f3 see rider

87268938

UNOFFICIAL COPY

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 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 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 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 or 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; and (4) all the said principal money remaining unpaid. The surplus of the proceeds of the 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.

Property of Cook County Clerk's Office

at

o'clock

m., and duly recorded in Book

of page

County, Illinois, on the

day of

A.D. 19

Doc. No.

Filed for Record in the Recorder's Office of

OFFICIAL SEAL
DAWN M. GAMES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/6/90

Given under my hand and Notarial Seal this

day

May

A.D. 1987

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

person and acknowledged that SHE signed, sealed, and delivered the said instrument as HER person whose name IS subscribed to the foregoing instrument, appeared before me this day in

his wife, personally known to me to be the same

ANEESSAH MUHAMMAD, A SPINSTER

a notary public, in and for the county and State

THE UNDERSIGNED Do Hereby Certify That

State of Illinois
County of Cook

ANEESSAH MUHAMMAD, A SPINSTER

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

[Seal]

[Seal]

[Seal]

[Seal]

87268938

UNOFFICIAL COPY

07083938

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 18th day of MAY 1987, amends the Mortgage/Deed of Trust of even date by and between ANEESAH MUHAMMAD, A SPINSTER

, hereinafter referred to as Mortgagor, and HOME FAMILY MORTGAGE CORP.,

, hereinafter referred to as Mortgagee, as follows:

The mortgagee 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 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.

IN WITNESS WHEREOF, *Aneesah Muhammad, a spinster*

set *her* hand(s) and seal(s) the day and year first aforesaid.

Aneesah Muhammad (Seal)
ANEESAH MUHAMMAD, A SPINSTER

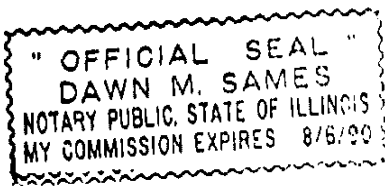
(Seal)

(Seal)

(Seal)

Signed, sealed and delivered
in the presence of

Dawn M. Sames



DEPT-01 15.00
740003 1501 05/19/87 10:31:00
45014 4 C * 87-268938
COUNTY CLERK'S OFFICE

-87-268938

15.25

408971ds

87268938

PREPARED BY: **UNOFFICIAL COPY**

7 7 2 6 3 9 3 8

HOME FAMILY MORTGAGE CORP.
188 INDUSTRIAL DR., SUITE 330
ELMHURST, ILLINOIS 60126
AND WHEN RECORDED MAIL TO

87268939

NAME WESTAMERICA MORTGAGE COMPANY
ADDRESS 850 E. ALGONQUIN ROAD
CITY & STATE SUITE 102
SCHLAUBURG, ILLINOIS 60191

DEPT-01
INDEXED - MARK WITH 05/19/87 10112100
FILED IN CO. # 87-268939
COOK COUNTY RECORDER



SPACE ABOVE THIS LINE FOR RECORDER'S USE
Corporation Assignment of Real Estate Mortgage

408971ds 3073
5716808

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
WESTAMERICA MORTGAGE COMPANY,
all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated
MAY 18, 1987, executed by

ANEESAH MUHAMMAD, A SPINSTER

to HOME FAMILY MORTGAGE CORP.,
a corporation organized under the laws of THE STATE OF ILLINOIS and who's principal place of business is
188 INDUSTRIAL DR. SUITE 330, ELMHURST, ILLINOIS 60126
and recorded in Liber page(s) of plats
State of Illinois described hereinafter as follows.

LOT 11 IN TAYLOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 11 LYING WEST OF A
LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 8,
CONVEYED TO CITY OF CHICAGO BY QUIT CLAIM DEED DOCUMENT NO. 9584025, IN
COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 5225 SOUTH ASHLAND AVENUE, CHICAGO, ILLINOIS 60643
PT# 20-08-308-011

ml
EBo

COOK County Records,
-87-268939

87268939

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon
with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF DUPAGE

On MAY 18, 1987 before me,
the undersigned, a Notary Public in and for the said County
and State, personally appeared WILLIAM D. HOWE
to me personally known, who, being duly sworn by me, did
say that he/she is the PRESIDENT, VICE PRESIDENT
of the corporation named herein which executed the within
instrument, that the seal affixed to said instrument is the
corporate seal of said corporation; that said instrument was
signed and sealed on behalf of said corporation pursuant to
it's by-laws or a resolution of it's Board of Directors and that
he / she acknowledges said instrument to be the free act and
deed of said corporation.

By: [Signature]
By: Cheryl L. Brown
It's: PRESIDENT, VICE PRESIDENT
Witness: Ally Wilson

Notary Public Katherine Annweeney
My Commission Expires August 31, 1989 County, Ill

1225

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

-87-268939

UNOFFICIAL COPY

UNOFFICIAL COPY

87268939

Property of Cook County Clerk's Office