

# UNOFFICIAL COPY

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State of Illinois

## Mortgage

FHA Case No.

131: 4683696-203B

This Indenture, made this 22nd day of May 1987, between

Daniel E. Johnson and Joyce G. Johnson, Husband and Wife-----, Mortgagor, and  
Prairie State Mortgage Company, Inc.-----

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

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

Forty One Thousand One and no/100----- Dollars (\$ 41,001.00-----)

payable with interest at the rate of ----Ten----

per centum ( 10.0 -----) per annum on the unpaid balance until paid, and made payable to the order of the Mortgaggee 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

Three hundred Fifty Nine and 81/100----- Dollars (\$ 359.81-----)

on the first day of July 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 June 20 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, does by these presents Mortgage and Warrant unto the Mortgaggee, 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 8 (Except the North 35 feet and except the South 30 feet thereof) in block 2 in De Wolf's Subdivision of the North 1 of the Northeast 1 of the Northwest 1 of Section 28, and of that part lying West of Chicago Rock Island and Pacific Railroad of the Northeast 1 of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 20-28-106-010 DAO CW

Commonly known as: 7145 S. Normal, Chicago, IL. 60621

mail to:

Prairie State MTG

11275. Mannheim Rd.

Suite 314

Westchester 60153

This Instrument prepared by: Donna J. Nicola

Prairie State Mortgage Co., Inc.



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.

Previous edition may be used  
until supplies are exhausted

Page 1 of 4

HUD-92116-M-1 (9-88 Edition)  
24 CFR 203.17(a)

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If the total of the payments made by the Mortgagor under sub-section (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under

Any deficiency in the amount of any such aggregate may  
result in the cancellation of the agreement by either party  
unless made good by the Morganagger prior to the due  
date of the next payment, notwithstanding an event of default  
under this mortgage which may occur at any time.

(v) Amortization of the principal of the note, plus late charges.

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Hazard Insurance Premiums

ground rents, if any, taxes, special assessments, etc., and other

be applied by the Migration to the following items in the order set forth:

shall be paid by the Mortgagor each month in a single payment to

Under Article 10(2)(a) of the Treaty, the Conference shall be added together and the aggregate amount thereof

(b) All payments mentioned in the preceding subsection (c) shall be paid by the  
Government of India.

For more information about the study, please contact Dr. Michael J. Hwang at (310) 794-3000 or email him at [mhwang@ucla.edu](mailto:mhwang@ucla.edu).

special assessments; and

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It is expressly provided, however, that 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 claim upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, conform thereto in a court of competent jurisdiction, or in so far as it can be prevented by appropriate legal process, to prevent the collection of the tax, assessment, or lien so operated to collect the same or the validity thereof by appropriate legal process.

That he will promptly pay the principal of and interest on the independent means evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

That, 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 trustee of the note secured of which month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premium, that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and other assessments next due on the mortgaged property, all as detailed by the Mortgagor less all sums already paid therefor.

to the date when such ground rents, premium, taxes and assessments will become due, whichever comes first to pay said ground rents, premium, taxes and assessments to the holder by Mortgagor.

men to attach to said premises; to pay to the Mortgagor, as  
the principal 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 Ill.  
Illinoian, or of the County, Town, Village, or City in which the said  
land is situated, 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 in-  
demnities, incurred for the benefit of the Mortgagor in such forms  
of damage, as may be required by the  
latter for taxes or assessments on said premises, & to keep said  
premises, or to satisfy any prior lien or interest, and to make such  
assessments, and insurance premiums, when due, and may make  
such repairs to the property herein mortgaged as in its discretion it  
may deem necessary for the proper preservation thereof, and any  
monies so paid or expended shall become so much additional, in  
debtors, incurred by this mortgagee, to be paid out of proceeds of  
the sale of the mortgaged premises, if not otherwise paid by the

To keep solid 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; nor to suffer any loss of mechanics men or material.

To have said to Field the above-decribered premises, with the appurtenances and fixtures, unto the said Mortgagor, it is understood and assygned, however, for the purpooses and uses herein set forth, recd from all rights and benefits under and by virtue of theforesaid Exemption laws of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive.

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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 to insurance under the National Housing Act, within 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 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 monies 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 were 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 cash 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.

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A.D. 19

day of

County, Illinois, on the  
at o'clock m., and duly recorded in Book

Page

of

Doc. No.

128191

My Commission Expires 1/28/91  
Notary Public, State of Illinois  
Jacqulyn Welsh

"OFFICIAL SEAL"  
Notary Public

Filed for Record in the Recorder's Office of

Jacqulyn Welsh  
Jacqulyn Welsh  
Notary Public  
A.D. 19 87

Given under oath before me this 22nd day of May, A.D. 1987  
 and sworn to the best of my knowledge and belief to be true.  
 I, the undersigned, a Notary Public, do hereby certify that the above named persons have signed this instrument in my presence and before me on the day and year first written, and that they are the persons described in the instrument, and that they executed it voluntarily, without any threats or promises made by any other person, and that they intended by their signatures to bind themselves to the terms and conditions therein contained.  
 I, the undersigned, a Notary Public, do hereby certify that the above named persons have signed this instrument in my presence and before me on the day and year first written, and that they are the persons described in the instrument, and that they executed it voluntarily, without any threats or promises made by any other person, and that they intended by their signatures to bind themselves to the terms and conditions therein contained.

State of Illinois

County of Cook

(Seal)

(Seal)

(Seal)

(Seal)

Daniel E. Johnson

Jacquelyn Welsh, Ills wife

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

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RIDER

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This Rider is made this 22nd day of May, 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: 7145 S. Normal  
Chicago, IL 60621

(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.

DEPT-01 RECORDING \$15.26  
T01111 TRAN 0037 06/02/87 04:27:00  
H29564 # A \*-87-295567  
COOK COUNTY RECORDER

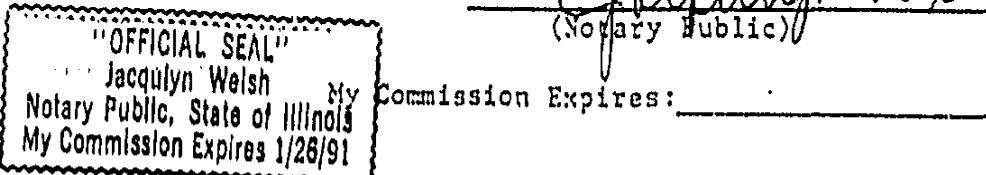
W. Wainwright Johnson  
Borrower

Joyce D. Johnson  
Borrower

May 22, 1987  
Date

Given under my hand and Notarial Seal this 22 day of May, 1987

Jacquelyn Welsh  
(Notary Public)



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