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State of Illinois

Mortgage

FHA Case No.

131:503- 8681 703B

This Indenture, made this TWENTY-SECOND

day of MAY

. 19 87 . between

CHARLES P. HARLEY AND SUSAN J. HARLEY, HIS WIFE

, Mortgagor, and

ANCHOR MORTGAGE SERVICES INC.

a corporation organized and existing under the laws of THE STATE OF NEW JERSEY

, 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 SEVENTY-EIGHT THOUSAND AND NO/100

Dollars (\$

78.000.00

payable with interest at the rate of EIGHT AND 500/1000

%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 8.500 1460 VALLEY ROAD, WAYNE, NEW JERSEY 07470

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 NINETY-WINE AND 76/100

Dollars (\$

599.76

, 19 87, and a like sum on the first day of each and every month thereafter until the note on the first day of JULY 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 , 2017 JUNE

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 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 10 (EXCEPT THE NORTH 12 FEET THEREOF) IN BLOCK 4 IN DOUGLAS MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RECORDED AUGUST 24, 1943 AS DOCUMENT 13146931 IN COOK COUNTY, ILLINOIS; HAO g.m.

TAX I. D. #: 09-30-403-022

MAIL

DEPT-91 RECORDING

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JAN 9948 96/99/87 19:41:00 #1174 ([15]) ¥--67--302369

COOK COULD'Y RECORDER

THIS INSTRUMENT PREPARED BY:

RAMONA R. BARRETT

ANCHOR MORTGAGE SERVICES INC.

1008 EAST RAND ROAD

MT. PROSPECT, IL 60056

2133 ELINIRA AVENUE, DES PLAINES, IL 60018 ' COMMON ADDRESS:

05/20/87

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 interestof 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.

Page 1 of 4

Previous edition may be used until supplies are exhausted 000 9130 F

HUD-92118-M.1 (8-86 Edition) 24 CFR 203.17(a)

(9/86)

02-04-87 IL FHA MORT FORM #0000.00 ILFNM1

VMP MORTGAGE FORMS + (313)782-4700 + (800)821-7281

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| 61 . Q.A | in the Recorder's Office of day of | Doc. No. County, Illinois, on the at o'clock m., and duly recorded in Book of |
| 78 et . a. A. D. 19 et | 28,000 | Given under my hand board lain is all likes and Mourisia Seal office and and and and an analysis of the seal of th |
| t of homestead. | , his wife, personally i subscribed to the foregoing instrument, ap- saled, and delivered the said instrument as- reluding the release and waiver of the right | person and acknown age! that THEY sets and purposes therein set forth, in |
| .· · . | | State of Illinois Synaty of GOOM |
| | SUSAN J. HARLEY | Where the hand and scal-of the Mortgagor, the day and year fit the Mortgagor, the day and year fit is all the hanges. It is all the hanges of the hangest of |

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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 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 amount of indebtedness upon this Mortgage, and the Note secured here by 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 from the date hereof (written statement of any officer of the Department of Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such manyibility), 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 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 said Mortgage 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 spirits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evicence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate cor 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 abloc 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.

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

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

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

And the said Mortgagor further covenants and agrees as follows:

increot to satisfy the same. 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 ceedings brought in a court of competent jurisdiction, which shall situated thereon, so long as the Mortgagor shall, in good faith, con-test the same or the validity thereof by appropriate legal propremises described herein or any part thereof or the improvement or remove any tax, assessment, or tax 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 Mortgagee it is expressly provided, however (all other provisions of this

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

of insurance, and in such amounts, as may be required by he debtequess, insured for the benefit of the Mortgages in such forms time be on said premises, during the continuaries of seld inthere of; (2) a sum sufficient to keep all buildings that may at any linois, or of the county, town, village, c. c'.y in which the said fand is situate, upon the Mortgagor on acco. it. c' the ownership or assessment that may be levied by at the city of the State of Ilcient to pay all taxes and assessments of said premises, or any tax men to attach to said premis s; to Jay to the Mortgagee, as hereinafter provided, until said note is fully paid, (i) a sum suffiinstrument; not to suffer any lien of mechanics men or material thereof, or of the security intended to be effected by virtue of this be done, upon said premars, anything that may impair the value To keep said prer see in good repair, and not to do, or permit to

ying geig Morigal or coverients and agrees:

benefits to said mortgagor does hereby expressly release and waive. Exemition Laws of the State of Illinois, which said rights and from (a rights and benefits under and by virtue of the Homestead App. Agrances and fixtures, unto the said Mortgagee, its successors To Have and to Hold the above-described premises, with the

immediate notice by mail to the Mortgagee, who may make proof acceptable to the Mortgagee. In event of loss Mortgagor will give have attached thereto loss payable clauses in favor of and in form ment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and ly, when due, any premiums on such insurance provision for payperiods as may be required by the Mortgagee and will pay prompt hazards, casualties and contingencies in such amounts and for such erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other baseds, equalities and compressive in such amounts and for such That He Will Keep the improvements now existing or hereafter

become due for the use of the premises hereinabove described. gioresaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter 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 a credit against acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the "loperty otherwise after default, the Mortgagee shall apply, at "c time of the commence. paragraph. If there shall be a default inder any of the provisions cumulated under the provisions of a absection (a) of the preceding count of the Mortgagor any belance remaining in the funds acof the entire indebtedness represented thereby, the Mortgages shall, in computing the amount of such indebtedness, credit to the acdance with the providing of the note secured hereby, full payment rents, taxes, ascessivents, or insurance premiums shall be due. If at any time the Mortay or shall tender to the Mortgagee, in accordeficiency, on or befare the date when payment of such ground anall pay to the Mortgagee any amount necessary to make up the when the sens shall become due and payable, then the Mortgagor vecer ing paragraph shall not be sufficient to pay ground rents, tam, and secsements, or insurance premiums, as the case may be, payments made by the Mortgagor under subsection (a) of the p.gor, or refunded to the Morigagor. If, however, the monthly shall be credited on subsequent payments to be made by the Morttaxes, and assessments, or insurance premiums, as the case may be, such excess, it the loan is current, at the option of the Mortgagor, subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, if the total of the payments made by the Mortgagor under

involved in handling delinquent payments. more than fifteen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (\$1) for each payment date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" and or seed four contents the seed for the seed four contents the seed for t Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due

- interest on the note secured hereby; amortization of the principal of the said note; and
 - (11) nazard insurance premiums;
- ground rents, if any, taxes, special assessments, fire, and other
- outh:
- to paid by the Mortgagor each month in a single payment to set order set in the month in the order set hereby shall be added together and the aggregate amount thereof paragraph and all payments to be made under the note secured (d) All payments mentioned in the preceding subsection of this

special assessments; and

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 22ND day of MAY Mortgage/Deed of Trust of even date by and between

19 87 , amends the

CHARLES P. HARLEY AND SUSAN J. HARLEY, HIS WIFE

, hereinafter referred to as Mortgagor, and

ANCHOR MORTGACE SERVICES, INC.

, hereinafter reterred 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 accurrance with the requirements of the Commissioner.

IN WITNESS WHEREOF CHARLES P. HARLEY AND SUSAN J. HARLEY , HIS WIFE

set their

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

CHARLES P. HARLEY

L Swar J. Darley

SUSAN J. HARLEY

[Seal]

Signed, sealed and delivered in the presence of

_ [Seal]

"OFFICIAL SEAL"

Daniel J. Beais

Netary Public State of Illineis

My Commission Expires Aug. 30, 1989

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