State of Illinois

Mortgage

00054388-4

FHA Case No.:

131: 486 1686 703

This Indenture, Made this

4th

OFFI

day of

June

, 19 87between

RICKY A. HILL and CAROL A. HILL, His Wife

, Morigagor, and

a corporation organized and existing under the laws of Mortgagee.

the State of Illinois

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 Eighty-three thousand six hundred fifty and NO/100 - - - -_ _ _ _ Dollars (\$ 83,650.00

payable with interest at the zer of Ten and one half per centum (10.50000 Per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its DOMERS GROVE ILLINOIS at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Seven hundred sixty-five and 18/100 - - - - -July 01, 19 87, and a like rang 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 Mortgagee, its successors or assigns, the following described Real Estate situate, lying, an i being in the county of and the State of Illinois, to wit:

LOTS 13 AND 14 IN BLOCK 62 IN THE THIRD ADDITION TO FRANKLIN PARK, BEING A SUBDIVISION IN SECTIONS 21 AND 28, TOTAL 46 WORTH, WARKE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

THE RIDER TO STATE OF ILLINOIS FHA FORIGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HERE/ITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVERAGE AND AGREEMENTS OF THIS MORIGAGE AS IF THE RIDER WERE A PAKE HEREOF.

EBO 12-21-322037- 607-14

Item # 12-21-322-036 - 607-13 TA

Together With all and answer the tenements, Pleyed framents and appurturances thereunto belonging, and the rent. ssues, 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.

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

UNOFFICIAL COPY

191

DOMNESS CHONE' ITTINDIZ E0272
1030 3731 SINGEL SUILE 407
BEIGHM IO: WIDNEST EGNOING COMPONYLION
BREEVED [1]X: BOBIN MATLESS

				, i	•	
•	ated	10	uly recorded in Book	b basm	abob'o	
V'D' 18		to yeb	County, Illinois, on the			
		१० (अ)।(d for Record in the Recorder's C	에게	•	.oM
. 78 61 . 0. A	aunc)	LY (1910M	\\ \frac{1}{2} \\ \fr	Notarial Scal this Commission Expires 19/28 oten Public, State of Hilled Oten Public, State of Hill Public, State of Hilled Oten Public, State of Hill Publ	H }	merico)
to be the same of acknowledged	y known to me kay in person an y act for the us	his wife, personall red before me this d free and voluntar	, ne foregoing instrument, appear	S. Wiles. S. bedhoedus S. bedhoedus S. bedhoedus	H TITH 'Y TO	CAL CAL
ounty and State	n and for the c	a notary public, in	•	division of the contract of th	Do Heroly Centry I	i, Maid
₩301 ₩9 902—1 18/80/	69 - 1859 - 64 7 - 8- 19 7- 1960 7- 1960 7- 1960 7- 1961 1961 1961 1961 1961 1961 1961 1961	#4767 #	•		COOK COOK	
	69 - 1859 - 64 7 - 8- 19 7- 1960 7- 1960 7- 1960 7- 1961 1961 1961 1961 1961 1961 1961 1961	Т#1111 Т #4767 #	(JVES)	7,0		
(SEAL)	69 - 1859 - 64 7 - 8- 19 7- 1960 7- 1960 7- 1960 7- 1961 1961 1961 1961 1961 1961 1961 1961	Т#1111 Т #4767 #		7,0		
9505—78/80/ 95:01 78/80/	69 - 1859 - 64 7 - 8- 19 7- 1960 7- 1960 7- 1960 7- 1961 1961 1961 1961 1961 1961 1961 1961	Т#1111 Т #4767 #	(JVES)	7,0		
(SEAL)	69 - 1859 - 64 7 - 8- 19 7- 1960 7- 1960 7- 1960 7- 1961 1961 1961 1961 1961 1961 1961 1961	Т#1111 Т #4767 #	(SEVI)	7,0	COOK	P OL H

UNOFFICIAL COP

All insurance shall be carried in companies approved by the Mortgagee 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 Mortgag e is 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 domplo. In acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of incest, does 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 or 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 BIXLY 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 SIXTY 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.

In the event of default in making any monthly payment proyided 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 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 moregave 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 stenog epocis' tees, outlays for documentary evidence and cost of said abytac, and examination of fitle; (2) all the moneys advanced by the Morgagee, if any, for the purpose authorized in the mortgage with o'crest on such advances at the rate set forth in the note secured weeks, 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, it any, shall then be paid to the Mortgag a.

If Mortgagor shall pay said note at the time and in the manne aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then the conveyance shall be null and void and Mortgagee will, within Mirty (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.

sion for payment of which has not been made hereinbefore. pay promptly, 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 hereufter

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

under subsection (b) of the preceding paragraph as a credit acquired, the balance then remaining in the Canda accumulated ment of such proceedings or at the time, he property is otherwise default, the Mortgagee shall apply, at the time of the commencehereby, or if the Mortgagee acquires the property otherwise after pacecomment there shall be a default under any of the provisions

botovoo evelimong of the olive of the premises covered DAMPERSON CONTROLLER OF THE CONTROLLER OF THE CONTROL OF THE CONTR

the Mortgagor all payments made under the provisions of subsecputing the amount of such indebtedness, credit to the account of the extension of the state of the state of the blottenger of the content of the blottenger, in accordance with the provisions of the cutte of the cutter of the entire in compact of the secretary of the cutter of the entire in compact of the cutter of the shall trader to the Mortgagee, in accordance with the provisions

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 ease may be, when the sume shall become due to bay ground rents, taxes, and assessments, or insurance however, the monthly payments made by the Mortkakor under a sufficient

made by the Mortgagor, or refunded to the Mortgagor, II, of the Mortkagor, shall be eredited 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 Mortgagee for subsection (VIXX the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under A in the total payments and the same that the total payments are the presented in the payments and the payments are the payments and the payments are the payments and the payments are the

expense involved in handling delinquent payments. ment more than lifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (\$1) for each paypayment shall, unless made good by the Mortgagor prior to the

87306030

64 14.97

under this mortgage. The Mortgagee may collect a "late charge" due dais of the next such payment, constitute an event of default Any deficiency in the amount of any such apprehate monthly

IVVKNate charges. bun toton bias out to Indicate out to noinsitroms XKDII

LulkXXnierest on the note secured hereby;

office hazard insurance premiums; I (IIXXground tents, if any, taxes, special assessments, fire, and

OPEN PROPERTY OF A STANDARD PROPERTY OF A STA

the order set forth:

payment to be aplied by the Mortgagee 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

proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, accured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiif 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

therefor divided by the number of months to elapse before one erty, 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 abyxx sum equal to the ground rents, if any, next due, plus

Mortgagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes crty (all as estimated by the Mortgagee) less all sums already paid

of this paragraph and all payments to be made under the note

Heach in payments mentioned in the two preceding subsections

special assessments; and

XXXXXIOUNGEXXIGOTOLLOUD. THE THING TO BE SECRET TO THE CONTROLLOUD. THE CONTROLLOUD.

ANY CASE AMERICAN SELECTION AND ASSESSMENT OF When payment of such ground rents, taxes, ussessments, or

collowing sums: titet day of each month until the said note is fully paid, the

secured hereby, the Mortgagor will pay to the Mortgagee, or the of principal and interest payable under the terms of the role That, together with, and in addition to, the monthly sayments

on any installment due date.

That privilege is reserved to pay the debt in whole, or in part,

COHOME

an essign bing singher coverants and agrees as

premises or any part thereof to ratisfy the same.

ment, or lien so contested and the sale or forfeiture of the said which shall operate to prevent the collection of the tax, assesslegal proceedings brought in a court of competent jurisdiction,

faith, contest the see, e.g. 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 ilen 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

paid by the Mortgagor.

in case of the refusal or neglect of the Mortgagot to make

UNOFF	ICIA	\L.	COP	Y	•	
		ن '۔	LOANH	3 00 5£ 338 - 4		

CASE# 131: 486 1636 703

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgage 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 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.

Picher He el	June 4, 1987
Borrower RICKY A. CILL	Date June 4, 1987
Borfower CAROL A. HILL	Date
Borrower	Date
Borrower	Date
	<u></u>
State ofILLINOIS	7/2
County of COOK	SS.
I, the undersigned, a notary public in and for the said Co that RICKY A. HILL and CAROL A. HILL, His :	
personnally known to me to be the same person whose appeared before me this day in person, and acknowledge said instrument as THETR free and voluntar	d that .T he .Y signed, sealed and delivered the
Given under my hand and official seat, this 4411 day	
Given under my mand and ometar sour, this	Notary Public Pagers
	"OFFICIAL SEAL" LYNN M. MEYERS Notery Public, State OF WANDS 107 Expires My Commission Expires 10/28/89
L III	·

This instrument was prepared by Midwest Funding Corporation 1020 31st Street, Suite 401, Downers Grove, Illinois 60515

HART OF BELLIA SUADING ANT

Charles on 100 to dispetition to 0.2 The second state of the state o

Property of Coot County Clert's Office

Service of the servic