State of Illinois

### Mortgage

FINA Case No.

131-5098951-203.43 b7

Prepared by: C.J. Keebey

CITICORP HOMEOWNERS, INC.

P.O. Box, 790100, M.S. AM-2A St. Louis, Missouri 63179-

This Indenture, made this

17th day of June . 19 87 , between

Randolph J. Crawford and Cynthia A. Crawford, his wife, as joint tenants CITICORP HOMEOWNERS, INC.

, Mortgagor, and

a corporation organized and existing under the laws of Delaware

Mortgagee.

C31080 #

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 Sixty-one thousand one hundred fifty and 20/100

Dollars (\$ 61.150.00

payable with interest at the rate of te of Ten and one half. 96) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centuri ( 10.5

1299 Clayton Rold West, Ballwin, Missouri 63011 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 ine and 36/100

and a like sum on the first day of each and every month thereafter until the note is (a) . 19 of August except that the final payment of princips, and interest, if not sooner paid, shall be due and payable on the first day of **20** 17 .

New, Therefore, the said Mortgagor, for the Letter securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, cost 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 and the State of Illinois, to wit:

TOT 3 (EXCEPT THE NORTH 16.66 FEET THEREOF) AND ALL OF LOT 4 IN BLOCK 4 IN HULBERTS ADDITION TO SOUTH ENGLEWOOD IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST & OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property located at: 8509 S. LOOMIS BLVD. CHICAGO, ILLINOIS 60620

1 C/6/45 PERMANENT TAX NUMBER: 20-32-319-045 A

VOLUME: 441

HET JULY 25 PH 1: 47

87347931

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 (ii) in accordance with the regulations for those programs.

Page 1 of 4

### **UNOFFICIAL COPY**

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 to 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 are 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.

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

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgages shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien 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, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That 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 Mortgagoe, on the first day of each 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 premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgages) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assess-

ments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

- (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagoe to the following items in the order set forth:
- (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums:
- (ii) interest on the note secured hereby:
- (M) amortization of the principal of the said note; and
- (iv) late charges

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the dite date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (44) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor sivil pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rear, taxes, assessments, or insurance premiums shall be due. If at any any the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indehtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Monay or any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgages ecquires the property otherwise after default, the Mortgages shall apply, to the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding peragraph as a credit against the amount of principal then remaining un and under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance sitall 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

**UNOFFICIAL** Witness the handfand seat of the Mortgagor, the day and year first witten. [Seal] -iSeall Cynthia A. Crawford Rantioliph Crawford [Seal] [Seal] State of Illinois Cook County of the undersigned , a notary public, in and for the county and State I, aforesaid, Do Hereby Certify That Randolph J. Crawford Cynth a A. Crawford , his wife, personally known to me to be the same and are subscribed to the foregoing instrument, appeared before me this day in person whose name signed, sealed, and delivered the said instrument as their they person and acknowledged that free and voluntary act for the vies and purposes therein set forth, including the release and waiver of the right of homestead. , A.D. 1987 day, June 17th Given under my hand and Nota; ial Isal this Notary Public Filed for Record in the Recorder's Office of Doc. No. County, Illinois, on the A.D. 19 day of m., and duly recorded in Book at o'clock Chart's Office \*AND RIDER ATTACHED HERETO AND MADE A PART HEREOF. Box 15

### UNOFFICIAL COPY

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 Mortgages instead of to the Mortgagor and the Mortgages jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgages at its option either to the reduction of the indebtadness 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 indebtadness 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 Mortgages and shall be paid forthwith to the Mortgages to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor Further Agree that should this mortgage and the note secured hereby not be elicity for insurance under the National Housing Act, within principle from the date hereof (written statement of any officer of the National Housing Act, within days Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Or elepment dated subsequent to the ninety time from the date of this mortgage, declining to instare soid note and this mortgage being deemed conclusive proof of with ineligibility), the Mortgages or the holder of the note may, /t its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not or exercised by the Mortgages when the ineligibility for insurance under the National Housing Act is due to the Mortgage'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 Mortgages, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgages 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 tharefore, 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 Mortgages 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 homesteed, enter an order placing the Mortgages in possession of the premises, or appoint a receiver for the benefit of the Mortgages 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 statusory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insuratice, and other

items necessary for the protection and preservation of the property. Whenever the said Mortgages 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 Mortgages, 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 Mortgages; lease the said premises to the Mortgages 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

As is 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 Mortgages 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 Mortgages, 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.

necessary to carry out the provisions of this paragraph.

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 sales, advertising, sale, and conveyance, including attorneys', sales, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgages, if any, for the purpose authorized in the mortgage with interest on such advances at the rate of forth in the note secured hereby, from the time such advances are mode; (3) all the accrued interest remaining unpaid on the interest less hereby secured: and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall (but he paid to the Mortgagor.

If the Mortgagor shall per said note at the time and in the manner aforesaid and shall a bide by, comply with, and duly perform all the covenants and agree nents herein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after written demand therefore Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws within require the earlier execution or delivery of such release to satisfaction by Mortgagos.

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 Covenante 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 meaculine gender shall include the feminine.

#### RIDER

THIS RIDER ATTACHED TO AND FORMING A PART OF [MORTGAGE] [DEED OF TRUST) [SECURITY DEED] [INDENTURE] (CIRCLE ONE) FROM [BORROWER(S)] [MORTGAGOR(S)] [GRANTOR(S)] [PARTY (IES) OF THE FIRST PART] [TRUSTOR] (CIRCLE ONE) TO \_\_\_\_\_\_\_\_ CITICORP HOMEOWNERS, INC.

[TRUSTEE] [MORTGAGEE] [PARTY OF THE SECOND PART] (CIRCLE ONE) (REFERBED TO HEREIN AS THE "SECURITY INSTRUMENT") DATED \_\_\_\_\_\_\_\_ ON PREMISES LOCATED AT \_\_\_\_\_\_\_\_\_\_ HEREBY CHANCES AND AMENDS SUCH SECURITY INSTRUMENT AS FOLLOWS:

- 1. All references in the above-referenced Security
  Instrument to the collection and payment of funds to be paid as
  mortgage insurance premiums to the Secretary of Housing and Urban
  Development, which generally are found in the first three sections
  thereof, are hereby deleted.
- 2. The provision in the above-referenced Security Instrument that provides substantially as follows:

"The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within thirty (30) 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 stated 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."

is hereby revised to add the following sentence:

"This option may not be exercised by the Mortgagee or party of the third part, whichever applies based on the terminology of the above referenced Security Instrument (referred to in this Section as 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."

Property of Cook County Clerk's Office

3. The provision in the above referenced Security Instrument that provides substantially as follows:

"Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however that written notice of any intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

is hereby deleted and replaced by the following provision:

"Privilege is reserved to pay the debt, in whole or in part, on an installment due date."

4. This provision be inserted in the above referenced Security Instrument as a new paragraph:

"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 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.

- 5. It is understood and agreed by the parties hereto that the form of this Rider is intended to be generic for use in all jurisdictions where FHA insured loans are available. All references to the parties hereto that are inconsistent with the terms used in the above referenced Security Instrument ere hereby amended to conform to such Security Instrument.
- 6. In all other respects, the above referenced Security Instrument shall remain in full force and effect.

87347931

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the said Borrower(s), Mortgagor(s), Grantor(s), Party(ies) of the First Part, whichever applies, to these Presents has hereunto set hand(s) and seal(s).

Dated the day and year first hereinabove written.

Signed, Sealed and Delivered in the Presence of

Taux L. M. Many	Randolph J. Crawford (SEAL)  (SEAL)  (SEAL)  (SEAL)  (SEAL)
Coff	
	Ollhin Clarks Office
	Office of the second se

Property of Cook County Clerk's Office