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State of Illinois

Mortgage

131-1805

778589-3

FHA Case No.:

131-4036748-703-203B

This Indenture, Made this 19th day of June , 1987 , between
GARY J. HILL AND KARELL L. HILL , HIS WIFE

FIREMAN'S FUND MORTGAGE CORPORATION
a corporation organized and existing under the laws of DELAWARE
Mortgagor.

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 FIVE THOUSAND SEVEN HUNDRED SEVENTY FIVE AND 00/100** Dollars (\$ 45,775.00)

payable with interest at the rate of **TEN AND 000/1000** per centum (10,000 $\frac{1}{100}$) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **27555 FARMINGTON ROAD/P.O. BOX 1800, FARMINGTON HILLS, MICHIGAN 48018**, 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 ONE AND 71/100 Dollars (\$ 401.71) on **AUGUST 01ST , 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 **JULY 2017**.

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 TWENTY FIVE (25) IN BLOCK ONE (1) IN RESUBDIVISION OF CALUMET WOODLANDS FIRST ADDITION, SUBDIVISION OF LOT NINE (9) IN POHLER'S SUBDIVISION OF THE SOUTHEAST ONE QUARTER (1/4) OF THE SOUTHEAST ONE QUARTER (1/4) OF SECTION ELEVEN (11), TOWNSHIP THIRTY SIX (36) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHEAST ONE QUARTER (1/4) OF SOUTHEAST ONE QUARTER (1/4) OF SECTION ELEVEN (11), DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE QUARTER (1/4) OF THE SOUTHEAST ONE QUARTER (1/4) OF SECTION ELEVEN (11); THENCE NORTH 545.6 FEET TO THE CENTER OF MICHIGAN ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD; THENCE SOUTH 1047.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ONE QUARTER (1/4) OF THE SOUTHEAST ONE QUARTER (1/4) OF SECTION ELEVEN (11), TOWNSHIP THIRTY SIX (36) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTHERLY LINE OF THE SOUTHEAST ONE QUARTER, IN COOK COUNTY, ILLINOIS.

11-12 29-11-409-061 VOLUME 204 *SAID DATE*

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.

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
for periodic Mortgage Insurance Premium payments.

Programs of the National Housing Act which provide

HUD-92110M(10-85 Edition)
24 CFR 203.17(a)

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That he will keep the improvements now existing or hereafter erected on the mortgaged property, measured as may be required from time to time by the Mortgagor again loss by fire and other hazards, casualties and contingencies in such amounts and for such a period as may be required by the Mortgagor and will pay promptly, in due, any premiums on such insurance previously paid for such a period as may be required by the Mortgagor and station for five years after the date of which has not been made before.

And as additional security for the payment of the indebtedness
aroreasid the Majoritragor does hereby assign to the Majoritragor all
the rents, leases, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

debts and expenses represented thereby, the Mortgagor shall, in case putting it in arrears of such indebtedness, credit to the account of the principal or of the payee in case of non-payment, the amount of the sum due on the payment of which the Mortgagor has not become obligated to pay to the Securitary of Housing and Urban Development, and any balance remaining in the funds ac-

(c) Pay ground rents, rates, and assessments of insurance
 premiums, as the case may be, when the same shall become due
 and payable, than the Mortgagor shall pay to the Mortgaggee any
 amount necessary to make up the deficiency, on or before the
 date when payment of such ground rents, rates, assessments, or
 insurance premiums shall be due. If at any time the Mortgagor
 fails to make payment to the Mortgaggee, in accordance with the provisions
 of this note secured hereby, full payment of the same in
 full or under to the Mortgaggee, in accordance with the provisions

How ever, the monthly payments made by the Major taxpayer under

If the total of the payments made by the Mortgagor under subsection 79 of the preceding paragraph shall exceed the amount of the principal and interest made by the Mortgagor under subsection 79 of the preceding paragraph shall exceed the ground rent, taxes, and assessments, or insurance premiums, as the case may be, which access, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor to the Mortgagor to the Mortgagor, it

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgage may call for (\$1) for each day more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(V) late charges.

(II) Ground rents, if any, rates, special assessments, fire, and other hazard insurance premiums;

(III) Interest on the note secured hereby;

(IV) Compensation of the trustee or the agent, and

(1) **Procedural charges** under the contract of insurance will be charged in lieu of mortgage insurance premium), as the case may be.

Secured hereby shall be added together and the aggregate amount charged shall be paid by the Mortgagor each month in a single payment in to be applied by the Mortgagor to the following items in the order set forth:

(b) 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 other taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagor) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become due again, such sums to be held by Mortgagor to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note.

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are uninsured, or a monthly charge (in lieu of a mortgagel insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

If it is expressly provided, however (all 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 lien upon or against the premises described herein or any part thereof or the improve-ments situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings or appeal to a court of competent jurisdiction, which shall prevent the collection of the tax, assess-ment, 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.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may pay such taxes, assessments, and insurance premiums, which he may make such repairs to the property herein mortgaged as in his discretion and may, deem necessary for the proper preservation thereof, and any monies so paid or expended shall become so much addl. national 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.

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All insurance shall be carried by 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 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 90 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 90 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 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 application 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 proceeding, 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 moneys 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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of 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, the title to this conveyance shall be null and void and Mortgagee will, within forty (40) 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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\$16.00 MAIL

-87-354805

PREPARED BY AND WHEN RECORDED, RETURN TO: SISSY PARISH
FIREMAN'S FUND MORTGAGE CORPORATION
15601 S. CICERO
OAK FOREST, IL 60452

Doc. No. County Illinois Office of
Filed for Record in the Clerk's Office of
County Illinois on the day of A.D. 19
m., and duly recorded as
page 0 of 0.

A.D. 19

Notary Public

Gives under my hand and Notarial Seal this 19th day of June A.D. 19 87

I, Harry J. Hill and Karrell L. Hill, his wife, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appear before me this day in person and acknowledge herein set forth, including the release and waiver of the right of homestead, that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

State of Illinois)
Cook COUNTY RECORDER)
County of Cook)
I, Harry J. Hill and Karrell L. Hill, his wife, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appear before me this day in person and acknowledge herein set forth, including the release and waiver of the right of homestead, that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

(SEAL) KARRELL L. HILL
(SEAL) GARRY J. HILL
(SEAL) Harry J. Hill
Witness the hand and seal of the Mortgagor, the day and year first written.
87354805

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FHA ASSUMPTION RIDER

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.

Y. Harry J. Hill
Mortgagor

4/6/1987
Date

Y. Karen J. Hill
Mortgagor

7/6/1987
Date

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5

19th

June

37

FHA ASSUMPTION RIDER

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.

Mortgagor J. B. S. Date 6/19/87 81
Date

Mortgagor J. B. S. Date 6/19/87
Date
CRAIG HILL BUG KANGI R. HILL M. M. M. G.

IL COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION RIDER

LOT 25 IN BLOCK 1 IN RESUBDIVISION OF CALUMET WOODLANDS FIRST ADDITION, SUBDIVISION OF LOT 9 IN POHLER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 11, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11; THENCE NORTH 545.6 FEET TO THE CENTER OF MICHIGAN ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD 834.6 FEET TO A POINT IN THE CENTER LINE OF SAID ROAD; THENCE SOUTH 1047.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORtherLY LINE OF THE SOUTHEAST 1/4 of the SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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