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**UNOFFICIAL COPY**

87365133

State of Illinois

**Mortgage**

FHA Case No.

131:4994741-703B

This Indenture, made this 18th day of June 1987, between

Donathan Brown, a bachelor

, Mortgagor, and

Prairie State Mortgage Co., Inc.  
a corporation organized and existing under the laws of

Illinois

, 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 **Forty nine thousand three hundred five & no/100-----**

Dollars (\$ 49,305.00)

payable with interest at the rate of **--Ten and one half -----**

per centum (10.5----%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

Westcheser, 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

**Four hundred fifty one and 01/100 -----**

Dollars (\$ 451.01)

on the first day of **August .19 87**, 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 .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, and being in the county of **Cook** and the State of Illinois, to wit:

**Lot 32 in Block 2 in Mills and Sons Resubdivision of Blocks 7 and 8 in Telford and Watson's Addition to Chicago, being a subdivision of Blocks 3 and 4 in the Subdivision of the East 1/4 of the Southeast 1/4 of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.**

PTN# 16-03-422-009 HEOA

Commonly known as : 935 N. Karlov  
Chicago, Ill. 60651

**-87-365133**

This instrument prepared by: C. Jackson  
1127 S. Mannheim Rd.  
Westchester, Ill. 60153

DEPT-01 RECORDING \$15.25  
T#0222 TRAN 179 07/02/87 13:40:00  
#6675 # B \*-87-365133  
COOK COUNTY RECORDER

MAIL TO



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

Previous edition may be used  
until supplies are exhausted

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HUD-92116-M.1 (8-86 Edition)  
24 CFR 203.17(a)

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A.D. 19

County, Illinois, on the

day of

of

Page

at **o'clock** m., and duly recorded in Book

, Filed for Record in the Recorder's Office of

Doc. No.

NOTARY PUBLIC  
NOTARY PUBLIC, State of Illinois  
NY Commercial Exports May 14, 1985

"OFFICIAL SEAL Seal this

Given under my hand at Chicago, Illinois,  
18th day of June, A.D. 1987.

A.D. 1987

free and voluntary, for the uses and purposes herein set forth, including the release and waiver of the right of homestead,  
person and acknowledged that he  
subscribed to the foregoing instrument, appeared before me this day in  
and  
person whose name is  
subscribed to the foregoing instrument, known to me to be the same  
and  
affixed, Do hereby Certify That  
a Notary Public, in and for the County and State of  
County of Cook  
State of Illinois

87365133

(Seal)

(Seal)

(Seal)

(Seal)

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

Donald Brown, a Bachelor

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B 7 3 6 5 1 3 3

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 no.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within [redacted] days from the date hereof (written statement of an officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the [redacted] 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 money 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; 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 abide 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 Contained herein 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) A sum equal to the ground rents, if any, next due, plus the premiums that have become payable under the terms of the note securitized from time to time by the Mortgagor, plus the sums due on each month until the said note is fully paid, the following sums: (b) A sum equal to the ground rents, if any, next due, plus the premiums that have become payable under the terms of the note securitized from time to time by the Mortgagor, plus the sums due on each month until the said note is fully paid, the following sums: (c) A sum equal to the ground rents, if any, next due, plus the premiums that have become payable under the terms of the note securitized from time to time by the Mortgagor, plus the sums due on each month until the said note is fully paid, the following sums: (d) A sum equal to the ground rents, if any, next due, plus the premiums that have become payable under the terms of the note securitized from time to time by the Mortgagor, plus the sums due on each month until the said note is fully paid, the following sums:

that the additional security for the payment of the principal or the interest on the  
indebtedness evidenced by the said note, at the times and in the manner herein  
provided. Privilege is reserved to pay the debt in part or in any installment due date.  
whole or in part on any installment due date.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee 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 principal amount of such indebtedness, credit to the account of the Mortgagee, the amount of which the Mortgagee shall be entitled to receive under the provisions of the note secured hereby, until payment in full has been made by the Mortgagor.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments, or to satisfy any prior lien or encumbrance other than 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, such repairs to the property herein mortgaged as in its discretion it may deem necessary herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and may deduct therefrom the amount of the monthly payments 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.

hereinafter provided, until said notice is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax cent 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 ment 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 Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment not to exceed fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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; nor to suffer any loss or damage to the material instrument, or of the securities men or mechanics men or material instrument to attach to said premises; to pay to the Masterlägege, as men to whom to attach to said premises; to the Masterlägege, as

(b) All payments mentioned in the preceding subsection of this paragraph and all payments made under the note secured  
and assuring, however, 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 Mortgagee covenants and agrees:

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RIDER

87365133

This Rider is made this 18th day of June , 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:

935 N. karlov  
Chicago, Ill. 60651  
(Property Address)

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 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.

Donna G. Gaborn  
Borrower

Borrower

6-18-87  
Date

Given under my hand and Notarial Seal this 18<sup>th</sup> day of June , 1987.

David G. Gaborn  
(Notary Public)

My Commission Expires: "OFFICIAL SEAL

David G. Gaborn  
Notary Public, State of Illinois  
My Commission Expires May 14, 1989

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