

87385(036)
UNOFFICIAL COPY

Loan # 14960

FHA Case No.
131 502 0117 703B

State of Illinois

Mortgage

This Indenture, Made this 10th day of July , 19 87 between
JAMES T. HATCHETT and PAMELA F. HATCHETT, His Wife
, Mortgagor, and
MIDWEST FUNDING CORPORATION
a corporation organized and existing under the laws of
the State of Illinois
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 **Fifty-nine thousand one hundred fifty and NO/100 ----- Dollars (\$ 59,150.00)**

payable with interest at the rate of **Ten per centum (10.00000)** per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **DOWNEY'S GROVE ILLINOIS**, 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 **Five hundred nineteen and 09/100 ----- Dollars (\$ 519.09 .)**
on **September 01, 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 **August 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, doth 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'S 73 AND 74 IN CUMMINGS AND FARGO'S ADDITION TO MAYWOOD, SAID ADDITION BEING A SUBDIVISION OF BLOCKS 3 AND 5 AND PART OF BLOCK 4 IN ASHLAND SUBDIVISION OF PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

*Lot 73
Item # 15-10-223-025 / 024 lot 74 > A60 cw*

Also known as 1619 ST. CHARLES ROAD, MAYWOOD

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 programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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PREPARED BY: EVE DI PILLA
RETURN TO: MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401
DOWNERS GROVE, ILLINOIS 60515

Date: No. _____
Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____, A.D. 19_____
m., and duly recorded in Book _____ of _____
Page _____ of _____

Cheese under my hand and Notarial Seal this

and PAMELA F. HATCHETT, HHS WITNESS, a person who has been informed personally known to me to be the same person whom I have named **SARAH HATCHETT**, HHS WITNESS, who has been informed personally known to me to be the same person whom I have named **JAMES T. HATCHETT**, HHS WITNESS, and delivered to the foregoing instruments, appeared before me this day in person and acknowledged that **SARAH HATCHETT**, HHS WITNESS, herein referred to as **THEIR**, herein set forth, including the release and waiver of the right of homestead, free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead, **THEIR**.

THE UNDERSTANDING *...is a necessary public, in and for the country and State.*

873R50-16
DEPT-01 100003 TIRUN 3399 07/13/87 13:41:00
091853 C + -B7-385036
COOK COUNTY RECORDER

[seal] _____ [seal] _____

[SEAL] _____ [SEAL] _____

[SEAL] _____ [SEAL] _____

[SEAL] [SEAL] [SEAL]

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

35036

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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 Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may 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 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 improvements 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 payment of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the mid note is fully paid, the following sum:

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 apled by the Mortgagee to the following items in the order set forth:

- ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

interest on the note secured hereby;

amortization of the principal of the said note; and

late charges.

Late 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 Mortgagee may collect a "late charge" not to exceed four cents (4¢) 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)(2)~~ of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rent, 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. H.

however, the monthly payments made by the Mortgagor under subsection ~~XXX~~ 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 shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note executed hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection ~~7A~~ of the preceding paragraph.

b. 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 Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at 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 (9)(b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said

14 And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee 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 heretofore.

XIII. 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 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 delinquent, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and special assessments, and

XX:) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

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The covermats hereinafter mentioned contained shall bind, and the benefits and advantages shall accrue, 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.

If it is already agreed that no extension of the time for payment
of the debt by the creditor is given by the debtor to settle, in
any manner, the original liability of the debtor.

It is now necessary to pay some attention to the manner in which the data may be used in the estimation of the probability of a given value of θ being true.

...and any deeper investigation will prove that
the author of this pamphlet has been greatly
misled by his desire to find a cause for the
peculiarities under this motto.

and in case of forfeiture of this mortgage by the mortgagor
in any court of law or equity, a receiver shall be appointed
for the mortgaged lands, and the sheriff shall be directed
to sell the same at public auction, and the proceeds
shall be applied in payment of the principal sum, or
any part thereof, and interest, and costs, and expenses,
and all other charges, and expenses, which may be
incurred in the sale of the same, and the sheriff
shall be liable for any deficiency, and the
deficiency, so made payable, for service in and out of pro-
cess, and for the expenses of the attorney or attorneys of the
creditor, fees and charges of the attorney or attorneys of the
debtors, fees and charges of the sheriff, and the
expenses of the receiver, and the expenses of the receiver,

Wherever the said authority shall be placed in possession of the
aforesaid established framework under an order of a court in which
an action is pending to recover the money due to it, the authority
may require the said defendant to pay over to it the amount due to it.

soon and preservation of the property.

regarding to the authority of the government of the United States, and
that it is for the purpose of the independence of the United States, to the
time of such application for appointment of a receiver, or for
an order to place Mortgagor 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 or the equity of redemption,
as a homestead, enter an order placing the Mortgagor in possession
of the premises, & appoin a receiver for the benefit of the
Mortgagor with power to collect the rents, issues, and profits of
the premises, & appoint a receiver for the benefit of the
lender and premises during the pendency of such foreclosure suit
and, in case of sale and a deficiency, during the time of sale
period of redemption, and such receiver, and profits when

And in the event that the whole of said debt is declared to be due, the Mortgagors shall have the right unconditionally to foreclose on the Mortgagable property for the payment of the same, or to sell the same at public auction under said Mortgagor, and without giving notice before or after sale, and without notice to the said Mortgagors, or to any party claiming under said Mortgagor, and without giving notice to any party claiming under said Mortgagor, and without notice to the said Mortgagor.

In the event of default in making the monthly payment pro-
vided for herein and in the note executed hereby for a period of
thirty days thereafter the due date thereof, or in case of a break
in the note, or in case of a default in making the monthly payment pro-
vided for herein and in the note executed hereby for a period of
thirty days thereafter the due date thereof, or in the event of a break
in the note, or in case of a default in making the monthly payment pro-
vided for herein and in the note executed hereby, at the election of the Noteholder,
without notice, hereinafter shall, at the election of the Noteholder,

Section 10 of the Act provides that the date of the publication of the instrument in the Gazette of India or in the Government Gazette of the State or Union Territory concerned shall be deemed to be the date when the instrument becomes effective.

The **Ministry of Internal Affairs** has issued a circular letter dated 20th January 1948, which states that the date of the **Universal Declaration of Human Rights** is the 10th December 1948.

independent basis, as a moral hazard, whereas others argue that the potential for a false alarm to be triggered by a non-diseased part of the body need not be regarded as a false alarm.

The first is the general one, or the part thereof, the condemned under
the laws of the state, or the part thereof, upon whom this law
is imposed; secondly, the particular, or the condemnation for such particular, or
such cause as may be specified in the law.

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LOAN# 14969

CASE# 131: 502 0117 703B

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.

James T. Hatchett

Borrower JAMES T. HATCHETT

July 10, 1987

Date

Pamela F. Hatchett

Borrower PAMELA F. HATCHETT

July 10, 1987

Date

Borrower

Date

Borrower

Date

State of *Illinois*

ss.

County of *Cook*

87385036

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY
that JAMES T. HATCHETT and PAMELA F. HATCHETT, His Wife

personnally known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that he signed, sealed and delivered the
said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16 day of

July, 1987

Lee C. Schuck
Notary Public

Commission Expires

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