

UNOFFICIAL COPY

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FHA Case No.

131:5108009-703

State of Illinois

Mortgage

This Indenture, Made this -----16TH-----day of -----JULY-----, 19 87, between

DORETHA PRYOR, A SPINSTER-----, Mortagor, and
FLEET MORTGAGE CORP.-----a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND-----,
Mortgagor.

Witnesseth: That whereas the Mortagor 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 SEVEN HUNDRED THIRTY SIX AND NO/100-----

(\$59,736.00-----Dollars
payable with interest at the rate of TEN AND
ONE HALF per centum (10 1/2) per annum on the unpaid balance until paid, and made
payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN-----
or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-
stallments of FIVE HUNDRED FORTY SIX AND 43/100----- Dollars (\$546.43-----)
on the first day of SEPTEMBER-----, 1987 , and a like sum of 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-----, 2017 .Now, therefore, the said Mortagor, for the better securing of the payment of the said principal sum of money and interest and the perfor-
mance 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 12 IN BLOCK 12 IN MILLS AND SONS SUBDIVISION OF BLOCKS 3, 4, 5 AND 6 IN THE RESUBDIVISION
OF BLOCKS 1 AND 2 IN FOSTER'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

HKO

D# 16-03-405-032 Vol 542

CRA: 1124 North Kaylor St
Chicago, IL 60651Together 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 Mortagor 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 (j)) in accordance with the regulations for those programs.

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CHICAGO, IL 60635

2643 N. HARLEM AVE.

ELEET MORTGAGE CORP.

THIS INSTRUMENT WAS PREPARED BY:

at o'clock

m., and duly recorded in Book

Page

day of

County, Illinois, on the

A.D. 19

Doc. No.

Notary Public

"OFFICIAL SEAL"

Given under my hand and seal this

day

Notary Public Seal State of Illinois My Commission Expires 1/15/01 for Record in the Recorder's Office of

free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

signed, sealed, and delivered the said instrument as
person whose name is
subscribed to the foregoing instrument, appeared before me this day in
and acknowledged that *she* is
the wife, personally known to me to be the same

I, *Dorothy Pryor*, a Notary Public, in and for the county and State
aforesaid, Do hereby Certify That *Dorothy P*, a Notary Public,

County of *Illinois*

State of *Illinois*

[Seal]

[Seal]

DOROTHY PRYOR, A SPINSTER

[Seal]

[Seal]

.

.

.

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

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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 NINETY 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 NINETY 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 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.

An 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 sale, 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 monies 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 Mortgagee 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 Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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immediate notice by mail to the Mortgagor, who may make good
accaptable to the Mortgagor. In event of loss Mortgagor will give
have attached thereto loss payable clauses in favor of and in form
policies and renewals which shall be held by the Mortgagor and
be carried in companies approved by the Mortgagor and the
ment of which has not been made hereinbefore. All insurance shall
hazards, casualties and contingencies in such amounts and for such
from time to time by the Mortgagor due and payable on policies of fire
erected on the mortgaged property, insured as may be required
That He Will Keep the improvements now existing or hereafter
become due for the use of the premises hereinabove described.
the rents, issues, and profits now due or which may hereafter
arose and the Mortgagor does hereby assign to the Mortgagor all
And as Additional Security for the payment of the indebtedness
the amount of principal then remaining unpaid under said note.
under subsection (a) of the preceding paragraph as a credit against
acquired, the balance remaining in the funds accumulated
ment of such proceeds or at the time the property is otherwise
devalued, the Mortgagor shall pay, at the time of the commence-
hereby, or if the Mortgagor acquires the property otherwise after
of his mortgage resuming in a public sale of the premises covered
paragraph, if there, (a), be delivered under any of the provisions
cumulated under the provisions of subsection (a) of the preceding
count of the amount of such indebtedness, credit to the sum
in computing the amount of such indebtedness, the Mortgagor shall
dare to with the provisions of the note secured hereby, until payment
any note the Mortgagor shall render to the Mortgagor, in accor-
in contrary notwithstanding, or tax assessment, or tax upon the
mortgage to the contrary notwithstanding, that the Mortgagor
will not be required nor shall it have the right to pay, discharge
of the deficiency provided, however, all other provisions of this
mortgage is provided, however, all other provisions of this
mortgage is reserved to the mortgagor further covenants and agrees as follows:

(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 hazards insuring the term of the mortgaged property, plus
access and assessments next due on the mortgaged property till as
divided by the number of months to elapse before one month prior
estimated by the Mortgagor less all sums already paid therefore
of each month until the said note is fully paid, the following sums
hereby, the Mortgagor will pay to the Mortgagor, on the first day
principal and interest payable under the terms of the note secured
of each month until the said note is fully paid, the following sums
that, together with, and in addition to, the monthly payments of

any instalment due date.
That privilege is reserved to pay the debt, in whole or in part on

And the said Mortgagor further covenants and agrees as follows:

which to satisfy the same.
contested and the sale or forfeiture of the said premises or any part
opposite to prevent the collection of the tax, assessment, or lien so
claimed brought in a court of competent jurisdiction, which shall
sums deducted hereon, so long as the Mortgagor shall, in good faith, con-
tinue to pay the same or the validity thereof by appropriate legal
or remove any tax, assessment, or tax upon the right to pay, discharge
mortgage to the contrary notwithstanding, that the Mortgagor
will not be required nor shall it have the right to pay, discharge
of the deficiency provided, however, all other provisions of this
mortgage is provided, however, all other provisions of this
mortgage is reserved to the mortgagor further covenants and agrees as follows:

the sale of the mortgaged premises, if not otherwise paid by the
monies so paid or expended shall become so much additional in
such repairs to the property herein in its discretion
assessments, and insurance premiums, when due, and tax
permits in good repair, the Mortgagor shall make
that for taxes or assessments on said premises, or to keep said
payments, or to satisfy any prior lien or incumbrance other than
in case of the refusal or neglect of the Mortgagor to make such
mortgage.

of insurance, and in such amounts, as may be required by the
debts, taxes, dues, the continuance of said in
time be on said premises, to keep all buildings that may at any
therefore; (2) a sum sufficient to cover the ownership
land is situated, upon the, town, village, or city in which the said
inlets, or out of the city, town, village, or city
or assessment that may be levied by authority of the State of Ill.
certain to pay all taxes and assessments on said premises, or any tax
hereinafter provided, until said note is fully paid, (1) a sum suffi-
cient to attach to said premises, to pay to the Mortgagor, as

To keep said premises in good repair, and not to do, or permit to
be done, upon said premises, anything that may impair the
security intended to be effected by virtue of this
instrument; not to suffer any lien of mechanics men or material
increased, or of the security intended to be effected by virtue of this
be applied by the Mortgagor to the following items in the order set
forth:

(1) ground rents, if any, taxes, special assessments, etc, and other
hazard insurance premiums;

(2) late charges;

(3) amortization of the principal of the said note; and

(4) interest on the note secured hereby;

(5) all payments mentioned in the preceding subsection of this
agreement and all together and the aggregate amount thereof
hereby shall be added together and the note secured
shall be paid by the Mortgagor each month in a single payment to
be applied by the Mortgagor to the following items in the order set
forth:

(6) All payments mentioned in (the preceding subsection of this
agreement and all together and the note secured
shall be applied by the Mortgagor to the following items in the order set
forth:

(7) all amounts made by the Mortgagor to the following items in the order set
forth:

(8) all amounts made by the Mortgagor to the following items in the order set
forth:

(9) all amounts made by the Mortgagor to the following items in the order set
forth:

(10) all amounts made by the Mortgagor to the following items in the order set
forth:

To Have and to Hold the above-described premises, with the
appurtenances and fixtures, unto the said Mortgagor, its successors
and assigns, forever, for the purposes and uses herein set forth, rec
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:

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RIDER

This Rider attached to and made part of the Mortgage between
DORETHA PRYOR, A SPINSTER, Mortgagor, and Fleet
Mortgage Corp., Mortgagee, dated JULY 16TH,
1987, revises the Mortgage as follows:

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, ^{REC'D BY} ^{\$15.25}
purchaser whose credit has not been "approved" ^{REC'D BY} ^{07/17/87 09:13:00}
in accordance with the requirements of the ^{*-87-395171}
Commissioner. ^{DOUG COUNTY RECORDER}

Doretha Pryor (Seal)

Mortgagor

DORETHA PRYOR, A SPINSTER

(Seal)

Mortgagor

FHA Rider - IN, IL, KS, KY, MA, MI, NH, NJ, NY, OK, PA, VT, WI

15.25

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