

# UNOFFICIAL COPY

CHA Case No. 131-5444202 703

State of Illinois

## Mortgage

88400208

This Indenture, made this 29th day of AUGUST, 19 88, between

DANIEL CONTRERAS AKA JESUS CHAVEZ AND CARLOTA CONTRERAS AKA CARLOTA CHAVEZ, HIS WIFE AND JOSE AVALOS AND MATILDE AVALOS, HIS WIFE—  
HOME FAMILY MORTGAGE CORP. \_\_\_\_\_, Mortgagor, and

a corporation organized and existing under the laws of THE STATE 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 SIXTY SIX THOUSAND SIX HUNDRED THIRTY NINE AND NO/100—

Dollars (\$ 66,639.00— ) payable with interest at the rate of TEN AND ONE HALF  
per centum ( 10.50 %), per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in ELMHURST, ILLINOIS

**-88-400208**

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

SIX HUNDRED NINE AND 57/100— Dollars (\$ 609.57— )  
of OCTOBER 1, 19 88, 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 SEPTEMBER 1, 2018

Now, Therefore, the said Mortgagor, for the better securing of the payment of 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:

PARCEL I: EAST 18.0 FEET OF WEST 27.0 FEET OF NORTH 82.91 FEET OF SOUTH 230.83 FEET OF LOT 5 ALSO THE EAST 9.68 FEET OF WEST 72.62 FEET (BOTH MEASURED ON THE NORTH LINE) OF LOT 5 (EXCEPT SOUTH 230.83 FEET THEREOF) ALL IN BLOCK 17 (SLOCUM BLOCK) IN PARK ADDITION TO DESPLAINES BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 16 AND SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.   
\$15.25  
7-11-88 TRAN 1988 09/01/88 14:06:00  
# D \* -88-400208  
COOK COUNTY RECORDER

PARCEL II: EASEMENTS AS SET FORTH IN DECLARATION OF EASEMENTS AND EXHIBIT "L" THERETO ATTACHED MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JANUARY 31, 1957 AND KNOWN AS TRUST NUMBER 18984 DATED JUNE 25, 1959 AND RECORDED AUGUST 20, 1959 AS DOCUMENT 17635762 AND AS CREATED BY DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JANUARY 31, 1957 AND KNOWN AS TRUST NUMBER 18984 TO FIRST FEDERAL HOMES, INC., DATED MARCH 30, 1959 AND RECORDED OCTOBER 17, 1959 AS DOCUMENT 17695775.

15.00 MAIL

THE ASSUMPTION RIDER 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 HERETO.

PIN: 09-16-100-040

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.

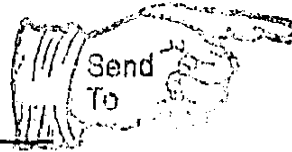
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PREPARED BY:  
HOME FAMILY MORTGAGE CORP  
188 INDUSTRIAL DR. SUITE 124  
ELMHURST IL 60126

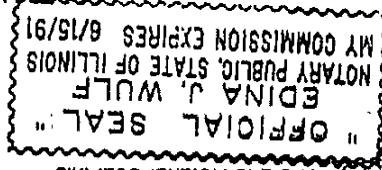


Property of Cook County Clerk's Office

at \_\_\_\_\_ o'clock m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ page

County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

Filed for Record in the Recorder's Office of \_\_\_\_\_ Doc. No. \_\_\_\_\_



Given under my hand and Notarial Seal this \_\_\_\_\_ day \_\_\_\_\_ A.D. 19 \_\_\_\_\_

*Edina J. Wolf*  
Notary Public

person whose name S ARE \_\_\_\_\_ THEY signed, sealed, and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. subscribed to the foregoing instrument, appeared before me this day in \_\_\_\_\_, personally known to me to be the same XXXXX, his wife, as the same

THE UNDERSIGNED \_\_\_\_\_, a notary public, in and for the county and State aforesaid, do hereby certify that DANIEL CONTRERAS AKA JESUS CHAVEZ AND CARLOTA CONTRERAS AKA CARLOTA CHAVEZ, HIS WIFE AND JOSE AVALOS AND WALTIDE AVALOS, HIS WIFE

State of Illinois  
County of Cook

DANIEL CONTRERAS AKA JESUS CHAVEZ  
*Daniel Contreras* [Seal]  
CARLOTA CONTRERAS AKA CARLOTA CHAVEZ, HIS WIFE  
*Carlotha Contreras* [Seal]  
JOSE AVALOS  
*Jose Avalos* [Seal]  
WALTIDE AVALOS, HIS WIFE  
*Waltide Avalos* [Seal]

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

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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 SIXTY 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 SIXTY 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 or 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 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 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 suit, 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; 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 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. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

(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 Mortgagee) 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 Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

And the said Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt, in whole or in part on any installment due date.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee 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 hereinafore 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 hereinafore. All insurance shall 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 Mortgagee will give immediate notice by mail to the Mortgagee.

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 Mortgagee does hereby expressly release and waive.

And Said Mortgagee 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 or 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 situated, upon the Mortgagee or an 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 Mortgagee to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may, by 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 Mortgagee.

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 lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee or 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.

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3 5 4 0 0 2 0 8

*[Handwritten Signature]*

Signed, sealed and delivered  
in the presence of

WATLIDE AVAIOS, HIS WIFE

*x* *Watlide Avaios* [Seal]

JOSE AVAIOS

*x* *Jose Avaios* [Seal]

CARLOTA CONTRERAS AKA CARLOTA CHAVEZ, HIS WIFE

*x* *Carlota Contreras* [Seal]

DANIEL CONTRERAS AKA JESUS CHAVEZ

*x* *Daniel Contreras* [Seal]

THEIR set hands(s) and seal(s) the day and year first aforesaid.

IN WITNESS WHEREOF, DANIEL CONTRERAS AKA JESUS CHAVEZ AND CARLOTA CONTRERAS AKA CARLOTA CHAVEZ, HIS WIFE JOSE AVAIOS AND WATLIDE AVAIOS, HIS WIFE

date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

The mortgagee or holder of the note shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by the mortgage/deed of trust to be immediately due and payable if by the mortgage/grantor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

hereafter referred to as Mortgagee or Holder of the Note, as follows:

This Rider, dated this 29th day of AUGUST 19 88, amends the Mortgage/Deed of Trust of even date by and between DANIEL CONTRERAS AKA JESUS CHAVEZ AND CARLOTA CONTRERAS AKA CARLOTA CHAVEZ, HIS WIFE AND JOSE AVAIOS AND WATLIDE AVAIOS, HIS WIFE

FHA ASSUMPTION RIDER TO THE  
MORTGAGE/DEED OF TRUST

HOME FAMILY MORTGAGE CORP.

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