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FIRST AMERICAN TITLE INSURANCE
COMPANY OF CHICAGO
STATE OF ILLINOIS
ORDER

State of Illinois

Mortgage

FHA Case No.
131;5497762

I.O.M.C. # 162861-5

This Indenture, made this 30th day of August, 1988, between

KERNIGAN TINGUE, A BACHELOR, Mortgagor, and
INDEPENDENCE ONE MORTGAGE CORPORATION, THE STATE OF MICHIGAN, Mortgagee.

a corporation organized and existing under the laws of

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 thousand seven hundred and NO/100-----

Dollars (\$ 50,700.00)

payable with interest at the rate of Ten and one half

per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

300 GALLERIA OFFICEMPRK, SOUTHFIELD, MI 48034, 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 sixty-five and 77/100-----

Dollars (\$ 463.77)

on the first day of October, 1988, 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, 2018.

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 38 OF APPLETREE OF COUNTRY CLUB HILLS, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1969 AS DOCUMENT NUMBER 21045222 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 17146 APPLETREE DRIVE COUNTRY CLUB HILLS, ILLINOIS 60477
TAX ID #29-26-302-012

: DEPT-01 RECORDING \$15.25
: 141222 TRAN 7145 09/06/88 11:59:00
: 40260 + B *-88-404731
: COOK COUNTY RECORDER

88404731

Together with all and singular the tenements, hereditaments and appurtenances thereto 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

HUD-92116-M.1 (9-86 Edition)
24 CFR 203.17(a)

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HUD-92116M-1

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Lisle, Illinois 60532
Suite 120
3030 Warrenville Road
INDEPENDENCE ONE MORTGAGE CORP.
G. Callahan

A.D. 19

of

Page

m, and duly recorded in Book

at 0'clock

County, Illinois, on the

day of

A.D. 19

Doc. No. *Heberly A. Butler, Jr.* My Commission Expires 6/17/91

Notary Public.

, A.D. 188

day

Auguste

30th

Given under my hand and Notarized Seal this _____ day of Auguste, A.D. 1888
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead,
person whose name is _____ signed, sealed, and delivered the said instrument as HIS
subscribed to the foregoing instrument, appeared before me this day in
' his wife, personally known to me to be the same
and acknowledged that HE

afforad, Do hereby certify that KERNITZAN TINGE, A BACHELOR
, a notary public, in and for the County and State

County of COOK

State of Illinois

(Seal)

(Seal)

KERNITZAN TINGE
Kernitzan Tingue

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

GOVERNMENT INSURANCE COMPANIES INC.
S MADE A PART OF THIS SECURITY
ATTACHED ASSUMPTION POLICY RIDER

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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 ~~SIXTY~~ (60) 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 ~~SIXTY~~ (60) days 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 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; 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 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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(c) Corrected in companies approved by the Mortgagee and the
police and renewals thereof shall be held by the Mortgagee and the
municipalities attached thereto shall payable clauses in favor of and in form
in the event of loss Mortgagor will give notice by mail to the Mortgagee, who may make proof

That He Will Keep the improvements now existing or hereafter selected on the mortgaged property, insured as may be required from time to time by the Mortgagor's agent; loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay prompt payment of which has not been made by the Mortgagor before the date of maturity. All insurance shall be paid for by the Mortgagor.

And as Additional Security for the payment of all the indebtedness
arising out of the Mortgagor does hereby assent to the Mortgagor all
the rents, issues, and profits now due or which may hereafter
accrue due for the use of the premises hereinabove described.

The amount of principal then remaining unpaid under said note, under subsection (f) of the preceding paragraph as a credit against the balance then remaining in the trust account.

amount of the Morabagge remains in the funds as a sumulated under the provisions of subsection (a) of the preceding paragraph, if there will be a deficit under any of the provisions mentioned in such proceedings at the time the property is otherwise disposed of.

proceeding 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 all

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under subsection (a) of the preceding paragraph, or if the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the 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, if, however, the monthly payments made by the Mortgagor under subsection (a) of the

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 Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment not received within fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(iii) remuneration of the principal of the said note; and
(iv) late charges.

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

(2) Interest on the note secured hereby;

paragraph and all payables to be made under the note secured hereby shall be added together and the aggregate amount shall be paid by the Mortgagor each month in a single payment to the Mortgagor for each month in the order in which the Mortgagor applied by the Mortgagor to the following items in the order in which they appear:

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paragraph and an agreement to be made under the note recited hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to the Mortgagor to the Mortgagee to the following items in the order set forth:

(6) All payments mentioned in the preceding subsection of this

For more information about the study, please contact Dr. John P. Morrissey at (212) 305-2500 or via email at jmorrissey@nyp.edu.

special assessments); and

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

(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, plus

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

And the said Mortgagor further covenants and agrees as follows:

That he will promptly pay the principal of and interest on the imdebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

It is expressly provided, however, that 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 or otherwise to prevent the collection of the tax, assessment, or fine so levied or imposed, or for failure of the said party to satisfy the same.

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, when due, and make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any monies so paid or expended shall be come so much additional debtiness so paid by this Mortgagor, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

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 of the equipment, or of the security intended to be effected by virtue of this instrument; nor to suffer any loss of mechanics men or material in the equipment; nor to attach to said premises, to pay to the Mortgagor, as heremitter provided, until said note is fully paid, ((1) a sum suffi-
cient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinoi-
s, or of the county, town, village, or city in which the said
land is situated, upon the acreage 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 in-
debtedness, inured for the benefit of the Mortgagor in such forms

And Said Mortgagee covenants and agrees:

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FHA ASSUMPTION POLICY RIDER

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 30th day of AUGUST, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to INDEPENDENCE ONE MORTGAGE CORPORATION (the "Mortgagee") and covering the property described in the Instrument and located at:

17146 APPLETREE DRIVE, COUNTRY CLUB HILLS, IL 60477

(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree 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 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 12 24 months after the date on which the mortgage is endorsed to insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

Kernitan Tingue (Seal)
KERNITAN TINGUE
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor
(Sign Original Only)

NOTE: If the property is not the principal or secondary residence of the Mortgagor, 24 months will be checked instead of 12 months.
(Space below this line for acknowledgement)

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