

# UNOFFICIAL COPY

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3 3 1988/09/14

State of Illinois

## Mortgage

FHA Case No.

121-5521009-703

This Indenture, made this 2ND day of SEPTEMBER, 19 86, between  
FELIPE JASSO, A PADILLON AND MARIE JASSO, A SPINSTER  
, Mortgagor, and  
CENTRUST MORTGAGE CORPORATION

a corporation organized and existing under the laws of CALIFORNIA, 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 ONE HUNDRED ELEVEN THOUSAND SIXTY-SIX AND NO/100

Dollars (\$ 111,066.00 )

payable with interest at the rate of ELEVEN per centum ( 11.0000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 350 S.W. 12TH, AVENUE, DALLAS, TEXAS 75204, 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 ONE THOUSAND FIFTY DOLLARS AND 71/100

Dollars (\$ 1,057.71 )

on the first day of OCTOBER, 19 86, 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, 20 88

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 CHICAGO  
and the State of Illinois, to wit:  
LOTS 55 AND 56 IN WILSON P. CONNER'S SUBDIVISION OF THE SOUTH HALF OF BLOCK 9 AND ALL OF BLOCK 16 (EXCEPT THE SOUTH 132 FEET OF THE WEST 116 FEET OF THE NORTH HALF OF SAID BLOCK 16) IN JAMES REED'S SUBDIVISION OF THE 90TH/ST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO COUNTY, ILLINOIS.  
P.I.N.: 18-14-427-006-0000 VOLUME 271

The mortgagor shall, with the prior approval of the federal housing Commissioner or his designee, declare all sales secured by this mortgage to be immediately due and payable if all or a part of the property in said or elsewhere transferred (either man by devise, descent, or operation of law) by the mortgagor, pursuant to a conveyance or otherwise not later than 10 months after the date of execution of this mortgage or not later than 12 months after the date of a prior creation of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

3249 WEST 62ND STREET  
CHICAGO, IL 60627

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Mail to Box 424

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 (i)) 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(b)

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HUD-92116M-1

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RECEIVED  
300 S. KELLY, CHICAGO, IL 60603  
CHICAGO COUNTY CLERK'S OFFICE

REGD. U.S. PAT. & T. OFFICE, CHICAGO, ILLINOIS

FOR A PUBLIC RECORD AND INDEXATION

at o'clock m., and duly recorded in Book \_\_\_\_\_ of Page \_\_\_\_\_  
A.D. 19\_\_\_\_\_ day of \_\_\_\_\_

My Commission Expires Mar. 29, 19\_\_\_\_\_

Filed for Record in the Recorder's Office of

Susan Gwaltney

Notary Public

OFFICIAL SEAL

Notary Public

Given under my hand and Notarial Seal this

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

I, [Signature] do hereby certify that the foregoing instrument is subscribed to the foregoing instrument, appeared before me this day of \_\_\_\_\_, A.D. 19\_\_\_\_\_, and acknowledged that the person whose name is subscribed thereto is his wife, personally known to me to be the same.

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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                    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                    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 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.

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That He Will Keep the improvements now existing or hereafter received on the mortgaged property, insured as may be required hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and for such amounts of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and the have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof

And as Additional Security for the payment of the indebtedness  
lateralised the Mortgagor does hereby assign to the Mortgagor all  
the rents, issues, and profits now due or which may hereafter  
become due for the use of the premises heretofore described.

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 for ground rents of the property made by the Mortgagor under subsection (a) of the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the 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 (\$1.00) for each dollar (\$1.00) for each payment not to exceed fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(iv) late charges.

(ii) interest on the note secured hereby;

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

(6) All payments mentioned in the preceding subsection of this paragraph shall be added together and the aggregate amount thereby shall be paid by the Mortgagor each month in a single payment which shall be paid by the Mortgagor to the Mortgagagee to the following items in the order  
hereby shall be added together and the note secured.

special assessments; and

special assessments; and

It is expressly provided, however, that 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 improvement situated thereon, so long as the Mortgagor shall, in good faith, con- nect the same or the validity thereof by appropriate legal pro- ceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so created 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 he will promptly pay the principal of and 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 whole or in part on any installment due date.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than premiums, the Mortgagor shall become liable for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor shall 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 money so paid or expended shall become so much additional indebtedness, secured by this Mortgagor, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

mean 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 Ill-  
inois, or of the County, town, village, or city in which the said  
land is situated, upon the Mortgagor on account of the ownership  
of the said premises, or (2) a sum sufficient to keep all buildings  
thereof in good repair, so that they may be continually fit for habitation  
and be used for the purpose for which they were built, and to pay  
the expenses of insurance, and to pay to the Mortgagor, in such forms  
as he may require, for the payment of which he may be required by the  
debtor, and to pay to the Mortgagor, in such amounts, as may be  
decreed by the court, in case of the bankruptcy of the debtor.

To keep sand 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 mechanics men or material.

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