

## UNOFFICIAL COPY

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State of Illinois

## Mortgage

FHA Case No.  
1310531592-703

This Indenture, made this 14<sup>TH</sup> day of OCTOBER , 19 98 , between

JUAN GOMEZ AND JULIA GOMEZ, HUSBAND AND WIFE  
CENTRUST MORTGAGE CORPORATION

, Mortgagor, and

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 THIRTY SEVEN THOUSAND SIX HUNDRED SEVENTY FOUR AND NO/100 Dollars (\$ 127,674.00 )

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 300 S.W. 12TH AVE., DEERFIELD BEACH, FL 33442 , 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 TWO HUNDRED FIFTEEN AND 87/100 Dollars (\$ 1,215.87 )

on the first day of DECEMBER , 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 NOVEMBER , 20 18

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 Warrent 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 1 IN J.R. MILLER'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
P.I.N.: 15-00-101-057

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

242 WILWOOD AVENUE  
NORTHLAKE, IL. 60164

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.

Previous edition may be used  
until supplies are exhausted

HUD-92116-M.1 (8-88 Edition)  
24 CFR 203.17(a)

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COOK COUNTY RECORDER  
REC'D # A \* B8-482751  
MILLI TRAN Q186 10/26/88 09 59:00  
414 25

A.D. 19

day of

COUNTY, ILLINOIS, on the

RECEIVED

DOC. NO.

Filed for Recording in the Recorder's Office of

NOTARY PUBLIC:

WILLIAM J. O'ROURKE  
A.D. 19 B8

Whereunder my hand and Notarial Seal are

hereby affixed and acknowledged that I, WILLIAM J. O'ROURKE, a

person and acknowledged that I, WILLIAM J. O'ROURKE, a

person whose name is a subscriber to the foregoing instrument, appeared before me this day in

his wife, personally known to me to be the same

and acknowledged that I, WILLIAM J. O'ROURKE, a

person whose name is a subscriber to the foregoing instrument, appeared before me this day in

his wife, personally known to me to be the same

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(Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_

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(Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_

Witnesses 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 <sup>90</sup> 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 <sup>90</sup> 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 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 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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# **UNOFFICIAL COPY**

The carried in companies approved by the Motorage and the  
immediate notice by mail to the Motorage, who may make proof

that the 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 agreeably to law 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 paid over for pay-  
ment of which has not been made hereinafter. All insurance shall

And as Additional Security for the payment of the indebtedness  
agreements the Mortgagor does hereby assign to the Mortgaggee all  
the rents, issues, and profits now due or which may hereafter  
become due for the use of the premises hereinabove 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, such excess, if the loan is current, at the option of the Mortgagor, shall be deducted from subsequent payments to be made by the Mortgagor, or reduced 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" of one dollar (\$1.00) for each day it is necessary to pay more than fifteen (\$15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(i) Ground rents, if any, taxes, special assessments, fire, and other factors;

(ii) Hazard insurance premiums;

(iii) Imprints on the note secured hereby;

(iv) Amortization of the principal of the said note, and

(v) Late charges.

(a) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note 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 applied by the Mortgagor to the following items in the order set forth:

special assessments, and

AND SAYS MONTGOMERY COULD NOT AGREE.

to whom this is given the undersigned, promises, to pay to said Major-gagee, his successors and assigns, for ever, for the purpose and uses herein set forth, free appurtenances and fixtures, unto the said Major-gagee, his successors and assigns, for ever, until the sum of one thousand dollars, or so much less, as may be necessary to pay him for the same, and to release and waive, benefits to said Major-gagee does hereby expressly release and waive.

entimated by the number of months to elapse before one month prior to the date when such Round rents, premiums, rates and fees will become demandable, such sums to be held by Agent in trust to pay said Round rents, premiums, rates and fees in full to the Mortgagor, who may make good any deficiency notice by mail to the Mortgagor.

and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property shall as

(3) A sum equal to the ground rent of one, next due, plus the premium which will arise because she and her heirs can postpone the payment of each month until the said date is paid part of the following sum:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgaggee, on the first day

whether there is provision for reversion to pay the debt in whole or in part on any installment due date.

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

thereof to satisfy the same.

test the same of the ruling merit of 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  
concerned and the sale or forfeiture of the said premises or any part

of examine any tax assessment, or tax lien upon the premises described in any tax assessment, or any part thereof or any portion of the same.

[in the expeditory provided, however, fall other provisions of this mortgage to the contrary notwithstanding, that the Mortgagor shall fail to be required nor shall it have the right to pay, discharge,

**Mortgage**  
the sale of the mortgagee premises, if not otherwise paid by the mortgagor.

assessments, and insurance premiums, when due, and may make such payments to the property before payment thereof as in its discretion it may deem necessary for the proper merger and assumption thereof, and any money so paid or expended shall become so much additional premium.

permits, or to satisfy any prior lien of record and other than that for taxes or assessments on said premises, or to keep said premises in good repair, the mortgagor may pay such taxes.

In case of the refusal or neglect of the wife/wager to make such arrangement

whereas, (2) a sum sufficient to keep all the authorities that may sit and time be on said premises, during the continuance of said in dependence, measured for the benefit of the Collectorage in such forms of instrument, and in such amounts, as may be required by the

hereinafter provided, until said note is fully paid, (ii) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authorities of the State of Illinois, or of the county, town, village, or city in which the said land is situated upon the aforesaid note on account of the ownership