Loan No: 0152011404

FHA Case No 131-5531833-703

State of Illinois

Mortgage

88, between SEPTEMBER 28TH This Indenture, made this day of VICTOR V. AVILA AND GUILLERMINA M. AVILA, HIS WIFE

, Mortgagor, and

SHELTER MORTGAGE CORPORATION

the State of Wisconsin a corporation organized and existing under the laws of

. 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-FOUR THOUSAND THREE HUNDRED FIFTY-SIX AND NO /100Dollars (S

payable with interest prine rate of TEN AND 50/100

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

at such other place as the holds may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED EIGHT AND 69/100

Dollars (S

588.69

NOV EMBER , 19 88, and a like sum on the first day of each and every month thereafter until the note on the first day of 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 OCTOBER , 20 18.

Now, Therefore, the said Mortgagor, for the bette engaged of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by three presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, COOK the following described Real Estate situate, lying, and being in the county of

and the State of Illinois, to wit:

Tax Key No: 07-07-201-054

P.A. 2205 WEST HARWINTON PLACE, HOFFMAN ESTATES

PARCEL 1:

UNIT 1, AREA 7, LOT 3 IN BARRINGTON SQUARE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCOR-DING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1959 AS DOCUMENT NO. 21-013-529 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AS DEFINED IN THE DECLARATION RECORDED JUNE 8, 1970 AS DUCUMENT NO. 21-178-177.

(Such property having been purchased in whole or in part with

the sums secured hereby.)

The attached Rider is incorporated herein and made a part of this instrument.

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 (ii)) in accordance with the regulations for those programs.

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AFTER RECORDING RETURN TO: Schaumburg, MORTGAGE COMPANY 1375 East Schaumburg Road, #220 Schaumburg, IL 60194

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

		COMPANY	EXPRESS MORTGAGE	
0.0014 8608068 6 #-88-48582847 2891 7689 70\30\88 11:04:00 86080149 112:00	#60] * SBIC# * 7CD/41 * 10-74/2			
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35 25	becribed to the foregoing instrument ed, and delivered the said instrument ading the release and waiver of the r	usos, borngiz	ter no sant bagbalwo	no section whose na mobile bins no rang free and volumen
in and for the county and State (\$\infty\$)	an)	OR V. AVILA P.	ENTRY H. AVILA	I, Ed. H. storeseid, Do. H. storeseid, Do. U.L. brass
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[less]	M Cammalluff	liss2)	HIGH US	Nicto
(less?) A	GUILLERHINA H. AVIL	[sec]	AJIVA	VICTOR V.
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of her if not made jarquete he Mortgager and each incurance company confermed to being authorized and directed in make just ment has allowed to the Mortgager and the Mortgager instead of to the Mortgager and the Mortgager jointly, and the manner proceeds, or any part thereof, may be appear by the Mortgager at its opinion either to the reduction of the indebtedness hereby secured of to the restoration or repair of the property damaged. In event of forecourse 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 emount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager 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 90 from the date hereof twritten 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 subsequent to the 90 time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such indicioility), the Mortgagee or the holder of the note may, at its option declare all sums secured hereby immediately due and payable. Not withstanding 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 130) 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. If helicon the said hortesper shall be placed in possession of the above described premises under an order of a court in which an action as pending to five-lose this mortange or a subsequent successes, the said blordages, in its discretion, must keep the said premises in good repair; pay, such current or back tangs and assessments as shall have been to quired by the Mortanges; lease the said premises to the Mortange 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 Mortgage 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', so'lcitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the noneys 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 indebitioness 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 so d note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements or rein, then this conveyance shall be null and void and Mortgages 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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ितार प्रस्ति काणांवाच्यां नावतं विवासम्बद्धित्वर सून्या में समापे मा स्वाह्मा संस्थात अकता हता लग्न अञ्चलक्ष्मामान हो। लग्ना हो। अनेल आस्थाना क्रान्त है 🔻 अञ्चलक्ष्मावर्षेद्र १४०६ रेच मध्यत्र हो। व्यवस्वाधन्त्र क्षा का विद्याप्तकार assembles and become delinquent such sums to be field by More o the date when such ground renes, premiums taken divided by the number of months to elapse before one month prior estimated by the Mortgageer less all sums already paid therefor taxes and assessments next due on the mortgaged property tall as

and other hazard insurance covering the morigaged property, plus premiums that will next become due and payable on policies of fire (a) A sum equal to the ground rents, if any, next due, plus the

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

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

And the said Mortgagor further coverants and agrees as follows:

smee off the same. contested and the sale or forfeiture of the said premises or any part operate to prevent the collection of the tax, assessment, or lien so situated thereon, so long as the Mortgagor shall, in good faith, con-

ceedings brought in a court of competent jurisdiction, which shall test the same or the validity thereof by appropriate legal propremises described herein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstandings, that the Mortgagee It is expressly provided, however (all other provisions of this

the sale of the mortgaged premises, if not otherwise paid by the

debtedness, secured by this mortgage, to be paid out of proceeds or moneys so paid or expended shall become so much additional in may deem necessary for the proper preservation thereof, and eny ti noussively ali ni as bayagatom mistari ytraqorq adi ot atiaqan daue assessments, and insurance premiums, when due, and may make premises in good repair, the Mortgagee may pay such taxes. that for taxes or assessments on said premises, or ac keep said payments, or to satisfy any prior lien or including other than In case of the retusal or neglect of the Mortgagor to make such

of insurance, and in such amounts is may be required by the debtedness, insured for the Unnett of the Mortgagee in such forms time be on said premises, curing the continuance of said inthere of; (2) a sum sufficer to keep all buildings that may at any linois, or of the county, own, village, or city in which the said land is situate, upon the Aertgagor on account of the ownership or assessment that may be levied by authority of the State of the cient to pay all taxes and assessments on said premises, or any tax hereinafter provided, until said note is fully paid, (1) a sum suffi

men to attach to said premises; to pay to the Mortgagee, as instrument; not to suffer any lien of mechanics men or materiai

thereof, or of the security intended to be effected by virtue of this be done, upon said premises, anything that may impair the value To keep said premises in good repair, and not to do, or permit to

And Said Mortgagor covenants and agrees:

benefits to said Mortgagor does hereby expressly release and waive. Exemption Laws of the State of Illinois, which said rights and from all rights and benefits under and by virtue of the Homestead and assigns, forever, for the purposes and uses herein set forth, free appurienances and fixtures, unto the said Mortgagee, its successors To Have and to Hold the above described premises, with the

have attached thereto loss payable clauses in favor of and in form policies and renewals thereof shall be held by the Mortgagge and be carried in companies approved by the Mortgagee and the Jack sociatival life, surformished sham asset ton kart fiorthe to them by when due, any premiums on such insurance provision for pay periods as may be required by the Mortgagee and will pay prompt hazards, casualues and contingencies in such amounts and for such from time to time by the Mortgagee against loss by fire and other efected 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 aforesaid the Mortgagor does hereby assign to the Mortgagee 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 preceditio paragraph as a credit against acquired, the balance then remaining in the funds accumulated ment of such proceedings of 81 the time the property is otherwise detault, the Mortgagee shall apply, at the time of the commencehereby, or if the Mortgages acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions completed under the provisions of subsection (a) of the preceding count of the Mo tgagor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the entire indebtedness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgagee, in accorit his, taxes, assessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagor under subsection (a) of the gagor, or refunded to the Mortgagor. If, however, the monthly sugij pe ciequeq ou anpsedneur bakuicura to pe uiade pk tue Mortsuch excess, if the loan is current, at the option of the Mortgagos. taxes, and assessments, or insurance premiums, as the case matthe. of the payments actually made by the Mortgagee for ground resp. subsection (a) of the preceding paragraph shall exceed the amodul If the total of the payments made by the Mortgagor under 🐼

involved in handling delinquent payments. more than fifteen (15) days in arrears, to cover the extra exper not to exceed four cents (4c) for each dollar (51) for each paying t under this montgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default ment shall, unless made good by the Mortgagor prior to the duc-Any deficiency in the amount of any such aggregate monthly pay

(iv) late charges.

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

(ii) interest on the note secured hereby;

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(i) ground rents, if any, taxes, special assessments, fire, and other

be applied by the Mortgagee to the following items in the order set shall be paid by the Mortgagor each month in a single payment to hereby shall be added together and the aggregate amount thereof paragraph and all payments to be made under the note secured (b) All payments mentioned in the preceding subsection of this

special assessments; and

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FHA Case No: 131-5531833- 703

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116-M.1 (9-86)

This Rider attached to and made a part of the Mortgage between VICTOR V. AVILA AND GUILLERMINA M. AVILA . HIS WIFE

Mortgagor, and SHELTER MORTGAGE CORPORATION, Mortgagee, dated SEPTEMBER 28, 1988 revises said Mortgage as follows:

1. Page 3, the addition of the following paragraph:
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.

Inditials:

IN WITNESS WHEREOF, Mortgagor has set his hand and seal the day and year first aforesaid.

VICTOR V. AVILA (SEAL)

GUIDA ERMINA M. AVILA (SEAL)

88482851

Signed, sealed and delivered in the presence of

After recording return to:

Financial Express Mortgage Company 1375 East Schaumburg Road, #220

Schaumburg, IL 60194 Loan No: 0152011404 BOX #154