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900-800224-4

465-911/MC/23
State of Illinois

Mortgage

FHA Case No.
13115547132

This Indenture, made this 24th day of October, 1988, between

Antonio Ortiz, married to Martha Ortiz, Mortgagor, and
SECURITY FINANCIAL & MORTGAGE CORPORATION D/B/A METRO EAST SECURITY MORTGAGE CORPORATION
a corporation organized and existing under the laws of the State of Missouri,
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

Forty-Seven Thousand Two Hundred Eighty and 00/100***** Dollars (\$ 47,280.00) 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 his office in St. Louis, Missouri 63131 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 Thirty-Two and 96/100***** Dollars (\$ 432.96) on the first day of December, 1988, and a like sum of 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, 1988.

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 7 In the resubdivision by R.R. Lands of Block 26 in Hawthorne, a subdivision of the Southeast 1/4 of Section 28 and the North 1/2 of the Northeast 1/4 of section 33, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Index Number 16-33-208-029

Property: 3112 S. 48th St.
Chicago, IL 60650

465-911/MC/23

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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immediately notice by mail to the Mortgagor, who may take steps
appropriate to the Mortgagor, in event of loss Mortgagor will give
have attached thereto his private documents in favor of and in form
notices and renewals thereof shall be held by the Mortgagor and
be carried in companies mentioned by the Mortgagor and the
ment of which has not been made heretofore. All instruments shall
ly, within due, any payments on such instrument for pay
periods as may be required by the Mortgagor and will pay prompt
parties, causals and contingencies in such amounts and for such
from time to time by the Mortgagor, inserted as may be required
carried on the mortgaged property, inserted or hereafter
that He Will Keep the improvements now existing or hereafter
become due for the use of the premises heretofore described.

the rents, issues, and profits now due or which may hereafter all
afforded the Mortgagor does hereby assign to the Mortgagor all
and as Additional Security for the payment of the indebtedness

the amount of principal then remaining unpaid under said note
and other indebtedness due of the preceding paragraph as a credit against
accrued, the balance then remaining in the funds accumulated
month of such proceeds or at the time of the conveyance
deed, or if the Mortgagor sells, assigns, or otherwise alienates
of this mortgage remaining in a suitable state of the premises covered
paragraph, it there shall be a valid and sufficient security full payment
amounted under the terms, provisions of subsection (a) of the preceding
court of the Mortgagor any balance remaining in the funds as
in computing the amount of such indebtedness, credit to the use
of the entire indebtedness repaid thereby, the Mortgagor shall
duce with the provisions of this note secured hereby full payment
any sum due; Mortgagor shall endeavor to the Mortgagor, in accor-

rents, issues, assessments, or insurance premium of such ground
decreed, on or before the date when payment of such ground
sho, pay to the Mortgagor 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
bagor, or referred to the Mortgagor, the monthly
shall be credited on subsequent payments to be made by the Mortgagor,
such excess, if the loan is current, at the option of the Mortgagor,
taxes, and assessments, or insurance premiums, as the case may be,
of the payments actually made by the Mortgagor under
subsection (a) of the preceding paragraph shall exceed the amount

(f) the total of the payments made by the Mortgagor under

involved in handling defendant payments.
more than fifteen ((15)) days in arrears, to cover the extra expense
under this mortgage, the Mortgagee may collect a "late charge"
date of the next such payment, notwithstanding an event of default
ment shall, unless made good by the Mortgagor prior to the due
any deficiency in the amount of any such aggregate monthly pay-

(g) late charges

((h)) amortization of the principal of the said note; and
((i)) interest on the note secured hereby;
hazard insurance premiums;

((j)) ground rents, if any, taxes, special assessments, fire, and other
forth; to be applied by the Mortgagor 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
paraph and all payments to be made under this

((l)) All payments mentioned herein to be made under this
assessments; and
in trust to pay said ground rents, such sums to be held by Mortgagor

to die date when such ground rents, premiums, taxes and waives
divided by the number of months to elapse before one month prior
claimed by the Mortgagor less all sums already paid therefore
last and successive notes due on the mortgaged property till as
and after hazard insurance covering the mortgaged property, plus
premiums due will next become due and payable on periods of five
((m)) 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 Mortgagor, on the first day
principal and interest payable under the terms of the note accrued
thereof, together with, and in addition to, the monthly payments of

any indebtedness due date.

That privilege is reserved to pay the debt, in whole or in part on

and the said Mortgagor further conveys and agrees as follows:
thereof to satisfy the same
contested and the title or validity of the said premises or any part
opposite to prevent the collection of the tax, assessment, or fees so
ceddles brought in a court of competent jurisdiction, which shall
take the same of the validity thereof by appropriate legal pro-
tained therein, so long as the Mortgagor shall, in good faith, con-
permitted described herein, or any part thereof or the undivided
or remove any tax, assessment, or fee upon or against the
shall not be required nor shall it have the right to pay, discharge
mortgage to the contrary notwithstanding, that the Mortgagor
it is expressly provided, however still other provisions of this

Mortgagor.
the sale of the mortgaged premises, if not otherwise paid by the
debts, secured by this mortgage, to be paid out of proceeds of
money so paid or expended shall become so much additional in
any debt necessary for the property mortgaged as in its discretion it
such repairs to the property herein mortgaged as in its discretion it
assessments, and insurance premiums, when due, and may make
premises in good repair the Mortgagor may pay such taxes
due for taxes or assessments on prior lien or encumbrances other than
payments, or to satisfy any prior lien or encumbrance to make such

Mortgagor.
of insurance, and in such amounts, as may be required by the
debtor, incurred for the benefit of the Mortgagor in such fees
time be on said premises, during 8 the continuance of said in
thereof; ((2)) sum sufficient to keep all buildings that may at any
land is situated, upon the value of such on account of the ownership
of assessors prior to the date of the State of Il-
certain to pay all taxes and assessments on said premises, or any tax
herein provided, until lien of mechanics men of this
men to attack to said premises, to pay to the Mortgagor, as

or of the county, to an village, or city in which the said
or assessors prior to the date of the State of Il-
done, upon said premises, any thing that may impair the value
benefits to said premises, to pay to the Mortgagor, as
hereof, or of the security intended to be effected by virtue of this
instrument, or of the security intended to suffer any loss or damage
be done, upon said premises, any thing 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 hereby expressly release and waive
Emplion laws of the State of Illinois, which said rights and
from all rights and benefits under and by virtue of the Homestead
and assigus, forever, for the purposes and uses herein set forth, rec-
and appurtenances and fixtures, unto the said Mortgagor, its successors
To Have and to Hold the above-described premises, with the

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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 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 _____ 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 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.

An 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 by 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. Whenever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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Page 4 of 4

Return To: Security Financial & Mortgage Corporation
D/B/A Metro-East Security Mortgage Corp.
2821 Southgate, Suite A
Lombard, Illinois 60148

Male purpose of perfecting the homestead rights of her spouse, Antonio Ortiz,
as a lasting title mortgage for the

Marietta Ortiz

Antonio Ortiz

At Ogle County, Illinois, on the day of April, 19

and duly recorded in Book

of Page

Dec. No. 111-12-93
Notary Public

(Signed under my hand and No seal) Seal this

free and voluntary act to the uses and purposes herein set forth, including the release and waiver of the right of homestead.
Signed, sealed, and delivered, and delivered the said instrument as
person and acknowledge that I am a person
subscribed to the foregoing instrument, appended before me this day in
person whose name is Antonio Ortiz.
"I, Antonio Ortiz, personally known to me to be the same
and Antonio Ortiz (Signature)
afforded to the officer certify that Antonio Ortiz, (Signature), (Signature)
a notary public, in and for the county and state
County of (Signature)

State of Illinois

(Seal) _____ (Seal) _____

(Seal) _____ (Seal) _____

Antonio Ortiz

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

88-465362

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9040-800224-4

MORTGAGE RIDER (re: sale or transfer)

This rider, dated the 24th day of October , 1988, amends the Mortgage of even date by and between Security Financial and Mortgage Corporation d/b/a/ Metro East Security Mortgage, the Mortgagee, and

Antonio Ortiz
Antonio Ortiz, married to Martha Ortiz

the mortgagor(s), by adding the following:

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. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months".)

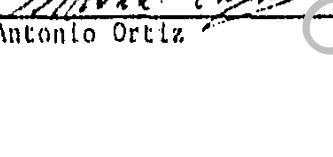
In witness whereof,

Antonio Ortiz
Antonio Ortiz, married to Martha Ortiz

has set his hand and seal the day and year aforesaid


Antonio Ortiz (SEAL)

(SEAL)


(SEAL)

DEPT-01
T#3333 TRAN 5867 10/27/88 11:03:00 \$15.25
\$4268 & C *-83-495392
COOK COUNTY RECORDER

(SEAL)

88495392

84000920

15.05