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State of Illinois

-SS-499565
Mortgage

PHA Case No.

131-550006-703

This Indenture, made this 28TH day of OCTOBER, 19 88, between
DARRYL R. SMITH, A MARRIED MAN.

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

FIFTY FOUR THOUSAND FOUR HUNDRED NINETY FIVE AND

Dollars (\$ 54,495.00)

payable with interest at the rate of ELEVEN AND ONE HALF per centum (11.5000 %) 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. 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

FIVE HUNDRED THIRTY NINE AND 66/100

Dollars (\$ 539.66)

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 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 10 IN BLOCK 3 IN MILLS AND SON'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN:16-05-205-032 VOL. 546

The mortgagee shall, with the prior approval of the Federal Housing Commission, 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 mortgagee is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

1514 N. WALLER AVE.
CHICAGO, IL. 60651

-SS-499565

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 (9-86 Edition)

24 CFR 203.17(e)

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H. 9.

HUD-92118M-1

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CEMETRIAL MOTOWADE CORPORATION
350 S.W. 12TH, AVE.
DEERFIELD BEACH, FL 33442



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Doc. No. "OFFICIAL SEAL"	Filed for Record in the Rec- ord Office of the County Clerk of Linda A. Weber , Notary Public, State of Illinois, on the 11th day of January, 1992 My Commission Expires 7/18/92
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Nouvelles

28 day October, A.D. 1966

Given under my hand and Notarized Seal this

1. *The Authorisation*
a) Notary public, in and for the country of
R. Smith, a married man
and personally known to me to be
a notary public
2. *The Notary*
Do hereby certify that
R. Smith, a married man
and personally known to me to be
a notary public
3. *The Witness*
I, *John Doe*, a person
subscribed to the foregoing instrument,
and acknowledged that
R. Smith, a married man
and personally known to me to be
a notary public
4. *The Seal*
I, *John Doe*, a person
subscribed to the foregoing instrument,
and acknowledged that
R. Smith, a married man
and personally known to me to be
a notary public
5. *The Date*
15th day of April, 1991

Witnesses the hand and seal of the Notary Public, the day and year first written.
L.L. Allard, Jr., Notary
LAWRENCE B. SMITH
DEPT-01 [Seal] [Seal] [Seal]
#4741-C #38-49956
1#3333 TRAN 6059 10/21/98 09:18
COOK COUNTY RECORDER

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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 90 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 90 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 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 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 Mortgagor.

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, measured as may be required from time to time by the Mortgagor, agreeable to the terms of the mortgage, hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay promptly, when due, any premiums on such insurance provided for pay- ment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagor and the same shall have notice by mail to the Mortgagor, in event of loss Mortgagor will give notice to the Mortgagor, in favor of and in form of a certificate attached thereto less payable clauses in favor of and in form of a certificate by the Mortgagor, who may make proof

And as additional security for the payment of all the undebited amounts allured said the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

preceding 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 Mortgagor 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 made.

any claim the Mortgagor shall render to the Mortgagor, in accor-

dance with the provisions of the note secured hereby, full payment of the debt, undebatedly represented hereby, the Mortgagor shall

in compensation for the amount of such indebtedness, credit to the ac-

coun of the Mortgagor, the balance remaining in the funds ac-

cumulated under the provisions of subsection (a) of the preceding para-

graph, if there shall be a default under any of the provisions

of this mortgagee resulting in a public sale of the premises covered

hereby, or if the Mortgagor alienates the property otherwise than

default, the Mortgagor shall apply, at the time of the commencement

of such proceedings or sale, the funds accumulated

under this subsection (a) of the preceding paragraph as a credit against

the amount of principal then remaining unpaid under said note.

If the total of the payments made by the Mortgagor under the subscription of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under the subscription 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 Mortgagor may collect a "late charge" under this mortgage. The late charge may consist of four cents (\$4) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(f) **ground rents**, if any, taxes, special assessments, fire, and other hazards insurance premiums;

(g) **interest on the note secured hereby**;

(h) **amortization of the principal of the said note**; and

(i) **late charges.**

(b) 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 paid by the Mortgagor each month in the following manner:

special assessments; and

(c) 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, till as

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 Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(that he will promptly pay the principal of and interest on the independent expenses 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.

And the said Mortgagor further covenants and agrees as follows:

It is expressly provided, however, that other provisions of this mortgagee to the contrary notwithstanding, that the Mortgagor shall not be required nor shall it have the right to pay, discharge, or release 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, comply with the terms and conditions of the improvement agreement, or exceed the same or the validity thereof by application 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 to satisfy the same.

In case of the refusal or neglect of the Administrator to make such payments, or to satisfy any prior lien or interest of a range other than that for taxes or assessments on said premises, or to keep said premises in good standing, the Administrator may pay such taxes, assessments or expenses or assessments on said premises, or to keep said such 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 in-
debtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Administrator, so much additional shall be come so much additional in-
debtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Administrator.

To keep valid 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 misfortune in respect of this instrument.

to have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, until the and assigees, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Law of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive.