

# UNOFFICIAL COPY

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FHA Case No. 131-5509234-149

State of Illinois

## Mortgage

88-515011

This Indenture, made this 1st day of November 19 88 between

Henry F. Bardwell divorced and not since remarried

Mortgagor and

American States Mortgage, Inc.

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

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 Twenty Nine Thousand Five Hundred Eighty Three and no/100--

Dollars (\$ 29,583.00 ) payable with interest at the rate of Ten and one half per centum ( 10.5 % ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Homewood, Illinois

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 Two Hundred Seventy and 61/100--

Dollars (\$ 270.61 ) of December 1, 1988, 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, 2018.

Now, Therefore, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by ~~hereby~~ presents Mortgage and Warranty 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 and the North 1/2 of lot 8 in C. R. Craig Junior's Subdivision of Lot 1 In County Clerk's Division of unsubdivided lands in the Northeast 1/4 of Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

Property Address: 15112 S. Halsted St.  
Harvey, IL 60426

Tax Number: 29-17-206-023

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- to Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

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11/8253  
X  
11/27

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

And the said Mortgagee further covenants and agrees as follows: That the Mortgagee is reserved to pay the debt in whole or in part...

It is expressly provided, however, (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvement situated thereon...

In case of the refusal or neglect of the Mortgagee to make such payments or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may 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 to make up the deficiency on the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due...

To keep said 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, not to suffer any lien of mechanics, men or material men to attach to said premises, to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or all taxes or assessments that may be levied by authority of the State of Illinois or of the county, town, village, or city in which the said premises are situated upon the Mortgagee on account of the ownership thereof...

And Said Mortgagee covenants and agrees expressly release and waive which said rights and benefits to said Mortgagee does hereby...

That He 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 against loss 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 provision for payment of which has not been made hereinafter. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held in favor of and in form acceptable to the Mortgagee...

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee 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 hereinafter described...

At the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note...

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee 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 (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments...

(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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth: (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; (ii) interest on the note secured hereby; (iii) amortization of the principal of the said note; and (iv) late charges.

(c) 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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth: (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; (ii) interest on the note secured hereby; (iii) amortization of the principal of the said note; and (iv) late charges.

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who may make proof of loss if not made promptly by Mortgagee 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 60 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 60 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 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 or 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 then be 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 Mortgage 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 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 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 prior 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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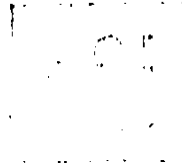
SHRINK TO 2.4x

When recorded Mail To:  
WestAmerica Mortgage Company  
Terrace Oaks II  
17 West 635 Butterfield Road  
Oakbrook Terrace, IL 60181

This Document was Prepared By:  
American States Mortgage, Inc.  
2028 Elm Road  
Homewood, IL 60430



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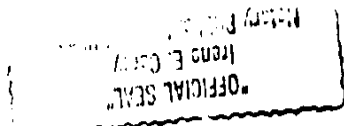


File Number: 29-17-206-023

Property Address: 15117 S. Halsted St.  
Harvey, IL 60626

at \_\_\_\_\_ o'clock \_\_\_\_\_ m. and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_ of \_\_\_\_\_ day of \_\_\_\_\_ County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

Filed for Record in the Recorder's Office of \_\_\_\_\_



Doc. No. \_\_\_\_\_

Given under my hand and Notarial Seal this \_\_\_\_\_ day \_\_\_\_\_ A.D. 19 \_\_\_\_\_

person whose name \_\_\_\_\_ is \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead signed, sealed, and delivered the said instrument as \_\_\_\_\_

88-515011

\_\_\_\_\_ a notary public, in and for the county and State of \_\_\_\_\_ Henry E. Bardwell divorced and not since remarried

88515011

State of Illinois  
County of \_\_\_\_\_

DEPT-01  
14444 TRNN 3466 11/07/88 14:30:00  
#1178 # D \* 88-515011  
COOK COUNTY RECORDER (Seal)

Witness the hand and seal of the Mortgagor, the day and year first written  
Henry E. Bardwell (Seal)

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## FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 1st day of November 1988, amends the Mortgage/Deed of Trust of even date by and between

Henry F. Bardwell divorced and not since remarried

, hereafter referred to as Mortgagor/Grantor, and American States Mortgage, Inc.

, hereafter referred to as Mortgagee or Holder of the Note, as follows:

The mortgagee or holder of the note shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by the mortgage/deed of trust to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law)

by the mortgagor/grantor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, Henry F. Bardwell divorced and not since remarried

set his hands(s) and seal(s) the day and year first aforesaid.

Property Address:  
15112 S. Halsted St.  
Harvey, IL 60426

Henry F. Bardwell [Seal]  
Henry F. Bardwell

Tax Number:  
29-17-206-023

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

Signed, sealed and delivered  
in the presence of

Shirley A. [Signature]

SS-515011