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Loan # 111-026488

FHA Case No
131:5565436 703-B

State of Illinois

Mortgage

This Indenture, made this 11th day of November, 1988, between JOSE G. TRUJILLO and ELIZABETH TRUJILLO, His Wife

, Mortgagor, and

MIDWEST FUNDING CORPORATION

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 Eighty-four thousand fifty and NO/100 Dollars (\$ 84,050.00)

payable with interest at the rate of Eleven

per centum (11.00000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

DOWNTOWN GROVE 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 Eight hundred and 43/100 Dollars (\$ 800.43)

on the first day of January 01, 1989 , 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 December . 2018

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 28 (EXCEPT THE SOUTH 9 FEET THEREOF) AND LOT 29 (EXCEPT THE NORTH 10 FEET THEREOF) IN FRANK B. HATHAWAY'S ADDITION TO MORTON PARK BEING A SUBDIVISION OF BLOCKS 6 AND 7 IN THOMAS F. BALDWINS SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

Item # 16-33-112-048
Also known as 3241 S. 53RD COURT, CICERO

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.

HUD-82116-M-1 (8-88 Edition)
24 CFR 203.17(a)

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MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401
DOWNTOWN GROVE, ILLINOIS 60515

MIDWEST FUNDING CORPORATION

PREPARED BY: PAT HANNOUD
RETURN TO: MIDWEST FUND



County, Illinois, on the day of OK, A.D. 19

100c. No.

** File for Record in the Recorder's Office or*

WILSON

came under my hand and Natural Seal in
A.D. 1988

and **ELIZABETH MURRAY'S WIFE**, "her wife, personally known to me to be the same person whom nature gave **SARAH MURRAY** supported to the foregoing instrument, appeared before me this day in person and acknowledged that **MARY TIGER** signed, sealed, and delivered the said instrument to us.

REASSESSMENT A reexamination of the original plan in light of the changes and developments.

—7(No.) 10 cent

ANSWER

(Ses) **Elizabeth Trujillo** (Ses) **José G. Trujillo**
(Ses) **Elizabeth Trujillo** (Ses) **José G. Trujillo**

Within the broad and cool of the Mortuary, like day and year after year.

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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 **sixty** 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 **sixty** 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; (3) 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 habitude 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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politics and economics shall be ruled by the electorate and
have attained thereby shall be given to the electorate who may make pro or
against the proposal in view of their views.

that the will keep the improvements now existing or hereafter erected on the mortgaged property, named as may be required from time to time by the mortgagee affixed less by fee and other chattels, easements and contingencies in such amounts and for such periods as may be required by the mortgagee and will pay provide for, when due, any premium or such insurance premium for pay.

And as Additional Security for the payment of the indebtedness
of record and the other obligations hereby arising in the foregoing all
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described

the amount of principal then remaining unpaid under and note
under subsection (a) of the preceding paragraph as a credit against
accrued, the balance then remaining in the funds accumulated
ment of such proceeds as at the time the property is otherwise
depreciated, the allowance shall apply, at the time of the conversion
hereby, or if the foregoing applies the property otherwise depreciated
of this mortgage remaining in a public sale of the premises covered
paragraph, it hence shall be a default under any of the provisions
cumulated in due the provisions of subsection (a) of the preceding
count of the principal and balance remaining in the funds ac-

preceding paragraph shall not be sufficient to pay ground rents,
leases, 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
rent is, taxes, assessments, or insurance premiums shall be due; If in
any case, the Mortgagor shall tender to the Mortgagor, in accord-
ance with the provisions of the note secured hereby, full payment
of the same amount of such indebtedness, represented thereby, the Mortgagor shall
in consideration of the amount of such indebtedness, credit to the ac-

If the loan of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments made by the Mortgagor under subsection (a) of the payments made by the Mortgagor if, however, the amount paid over, or credited to the Mortgagor on subsequent payments to be made by the Mortgagor, shall be credited on the current, at the option of the Mortgagor, such excess, if the loan is current, or otherwise pecuniary, as the case may be, taxes, and assessments, or insurable premiums, for Board rents, of the payments actually made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount

Any delinquencies in the amount of any sum aggregate monthly pay
ment shall unless made good by the Mortgagor prior to the due
date of the next such payment, constitute an event of default
under this mortgagee may collect a "late charge"
not to exceed four cents (4¢) for each dollar (1¢) for each payment
more than fifteen (15) days in arrears, or cover the extra expense
involved in handling delinquent payments.

(ii) ground rents, if any, taxes, special assessments, fees, and other charges;

(iii) amortization of the principal of the said note, and

(iv) interest on the note secured hereby.

(9) All payments mentioned in the preceding paragraph shall be made under the direction of the Secretary and all payments mentioned in the preceding paragraph shall be made under the direction of the Secretary.

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which is reflected in the number of months it takes before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Major Linglee in trust (to pay) until ground rents, premiums, taxes and assessments are paid.

(8) A sum equal to the ground rents, if any, next due, plus the premiums which 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, all as mentioned by the Notary Public, shall stand as the principal amount due.

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

And the said Majoragor further covenantas 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
manner herein provided by the said note, to pay the debt in
whole or in part on any instalment due date.

is to expressly provide, however, for all 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 remove any tax, assessment, or tax lien upon or against the Mortgagor or the property mortgaged herein or any part thereof or the improvements described herein or any part thereof or the improvements described herein or any part thereof or the collection of the taxes and assessments or the payment of the same by the Mortgagor shall not be a violation of the terms of this instrument or of any provision of law, and the Mortgagor shall not be liable for any damages resulting from such collection or payment.

...and insurance premiums, when due, and may make such repayments to the proprietor herein mentioned, as in its discretion it may deem necessary for the proper preservation thereof, and any sum so paid or expended shall become so much additional sum money, to be paid by this mortgagor to the mortgagee, in full discharge of the whole of the moneys so paid or expended, if not otherwise paid by the mortgagee, according to the terms of this mortgage, to be paid out of proceeds of sale of the mortgaged premises, if not otherwise paid by the mortgagee.

In case of the result of neglect of the diagnosis to make such a judgment, or to satisfy any prior belief of inaccuracy other than that for factors of assessments on solid premises, or to keep said

To keep said plottagger conventions and agree,
And said plottagger conventions and agree,
benefits to said plottagger does hereby 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 Homeestead
and assents, forever, for the purposes and uses herein set forth, rec-
ognized and acknowledged, that the instrument hereunto annexed
is a true copy of the original instrument, and is executed in accordance
with the laws of the State of Illinois, and is valid and binding upon
the parties thereto, as if it were a copy of the original instrument.

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1335255
LOAN# 111-026488

CASE# 131-5565436 703-B

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgage 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 no 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.")

Jose G. Trujillo November 11, 1988 Date
Borrower JOSE G. TRUJILLO

Elizabeth Trujillo November 11, 1988 Date
Borrower ELIZABETH TRUJILLO

Borrower _____ Date

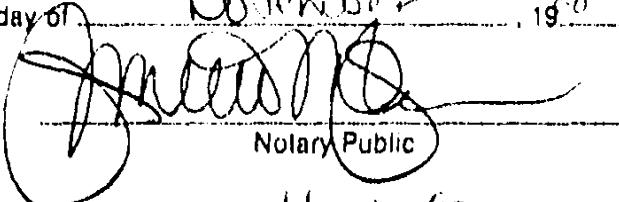
Borrower _____ Date

State of IL

County of Cook SS.

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JOSE G. TRUJILLO and ELIZABETH TRUJILLO, His Wife personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of November, 1988.


Notary Public

4-13-90

Commission Expires

This instrument was prepared by Midwest Funding Corporation
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

13.05

885-3552