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FHA Case No. 131-5592086 703

State of Illinois

Mortgage

(2) 343554

This Indenture, made this 4th day of NOVEMBER, 1988, between

FRANCISZEK LASSAK AND MALGORZATA LASSAK, HIS WIFE-----
HOME FAMILY MORTGAGE CORP. -----
a corporation organized and existing under the laws of THE STATE OF ILLINOIS
Mortgagors

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 THOUSAND FOUR HUNDRED SIXTY SEVEN AND NO/100-----

Dollars (\$ 60,467.00-----) payable with interest at the rate of TEN
per centum (10,000 %, per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its
office in ELMHURST, 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

SIX HUNDRED FORTY NINE AND 78/100----- Dollars (\$ 649.78-----)
of JANUARY 1 , 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 1 , 2003 .

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 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 16 IN THE ADDITION TO PARK ACRES, BEING A SUBDIVISION OF BLOCK 7 (EXCEPT THE SOUTH
200 FEET OF THE EAST ½ AND EXCEPT THE SOUTH 100 FEET OF THE WEST ½ OF SAID
BLOCK 7) IN CHICAGO TITLE AND TRUST COMPANY 3rd ADDITION TO SUMMIT, BEING A
SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COMMON ADDRESS: 5328 S. 73rd COURT, SUMMIT, ILLINOIS 60501
PT# 18-12-402-054

THIS INSTRUMENT WAS PREPARED BY:
KATHY A. VIERS
HOME FAMILY MORTGAGE CORP.
188 INDUSTRIAL DRIVE SUITE 124
ELMHURST, ILLINOIS 60126

THE ASSUMPTION RIDER ATTACHED HERETO AND EXECUTED OF EVEN DATE HERWITH 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 HERETO.

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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Mortgagee will give immediate notice by mail to the Mortgagor, in favor of, and in form acceptable to the Mortgagee, in event of loss or damage, and the Mortgagee and the Mortgagor shall be held by the Mortgagor and the policies and renewals thereafter shall be held by the Mortgagor.

for payment of which has not been made hereinbefore. All such periods as may be required by the Mortgagee and for payment of which has not been made hereinbefore, plus taxes and other hazards and contingencies in such amounts and for principal, when due, any premium on such insurance provided by the Mortgagor, when due, any premium on such insurance provided by the Mortgagor, in event of loss payable to the Mortgagor.

That he will keep the improvements now existing or hereafter

described.

And as Additional Security for the payment of the principal balance due for the use of the premises hereinabove mentioned all the rents, issues, and profits now due or which may independently arise and renewals thereof arising to the

mortgagor, however, the Mortgagee hereby assents to the

proceeding paragraph as a credit against the amount of principal remaining in the property, in other words, under the same terms or conditions of subsession (a) of the preceding paragraph, except that the balance then

available, or if the Mortgagee acquires the property otherwise after

mortgagee (as defined in a public sale of the premises covered by the mortgagee) or in default under any of the provisions of this document, the Mortgagee may demand payment in full of the principal of subsession (a) of the preceding paragraph

so resulting the amount of such indebtedness, credits to the account of the independent repassential thereof, the Mortgagee shall, in

the provisions of the note secured hereby, until payment of the

Mortgagee shall tender to the Mortgagee, in accordance with assessments, or insurance premiums shall be due, if at any time the Mortgagee makes up the delinquency, on

become due and payable, then the same shall pay to the Mortgagee any amount necessary to make up the delinquency, or if the Mortgagee shall pay to the same

not be sufficient to pay ground rents, taxes, and assessments,

it shall be applied to the payment of the principal of subsession (a) of the preceding paragraph shall exceed the amount of the payments to the Mortgagee, or if the Mortgagee made by the

option of the Mortgagee, shall be credited on subsession

as the case may be, such access, if the loan is current, at the

ground rents, taxes, and assessments, or insurance premiums, amount of the payments actually made by the Mortgagee for

under this mortgage, The Mortgagee may collect a late charge

due date of the next such payment, constituting an event of default payment shall, unless made good by the Mortgagee prior to the value of this instrument, not to suffer any loss of mechanics man or

any deficiency provided, until such time as the instrument

is paid in full, the Mortgagee may collect a late charge

(IV) late charges.

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

(II) interest on the note secured hereby;

(I) ground rents, II, any, taxes, special assessments, fire, and other

(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

be applied by the Mortgagee to the following items in the order set forth:

by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be held and assessed and the date when such ground rents, premiums, taxes

and interest divided by the number of months to elapse before paid (I) as assimilated by the Mortgagee), less all sums already paid plus taxes and assessments next due on the mortgagee property

hereof and other hazards insuring the mortgagee property, plus the amount of principal already paid

(II) a sum equal to the ground rents, if any, next due, plus the amount of principal and interest payable under the terms of the note

that, together with, and in addition to, the monthly payments

of principal and interest payable until the said note is fully paid, the

first day of each month until the said note is fully paid, the

principal and interest payable under the terms of the note

and the said Mortgagee further conveys and agrees as follows:

of any installment due date.

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

and the said Mortgagee further conveys and agrees as follows:

of any part thereof to satisfy the same.

then so collected and the rate of return of the said principal

shall operate to prevent the collection of the tax, assessment, or

proceedings brought in a court of competent jurisdiction, which

latter, control the same of the validity thereof by appropriate legal

means, situated therein, so long as the Mortgagee shall, in good

practices described herein or any part thereof or the improvement

or remove any tax, assessment, or tax upon or against the

mortgagee not required nor shall it have the right to pay, discharge,

or release to the contrary notwithstanding, that the Mortgagee

will be responsible for the payment of all other provisions of the

mortgagee provided, however, all other provisions of the

otherwise paid by the Mortgagee.

much dearer than necessary to keep said principal at any

interest, and any money so paid or expended shall be an

discretion of the proper person as in the

make such repairs to the property herein mentioned as in the

assessments in good repair, the Mortgagee may do, such taxes,

taxes or liability of assessments on said principal, or to keep said

payments, or to satisfy any prior lien or other encumbrance other than

in case of the refusal of the Mortgagee to make such

the Mortgagee.

forms of insurance, insured for a sum sufficient to cover the Mortgagee in such

time be on said premises, to keep all buildings that may fit any

laid as slates, upon the Mortgagee on account of the ownership

any tax or assessment that may be levied by authority of the State

any other assessment that may be levied by authority of the State

as hereinbefore provided, until said note is fully paid, (1) a sum

as hereinbefore mentioned to said premises, to pay to the Mortgagee,

of this instrument, not to suffer any loss of mechanics man or

value thereof, or of the security intended to be affected by virtue

to be done, upon said premises in good repair, and not to do, or permit

and said Mortgagee conveys and agrees:

which said rights and benefits to said Mortgagee does hereby

virtue of the Homestead Exemption Laws of the State of Illinois,

herein set forth, these from all rights and benefits under and uses

successor and assigns, however, for the purpose and uses

to have and to hold the above-described premises, with the

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who may make proof of loss if not made promptly by Mortgagor, and such 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 furnished. 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 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 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 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 ninety (90) 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.

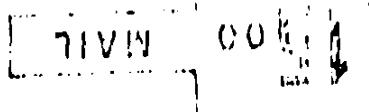
It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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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Book 4014

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COOK COUNTY RECORDERS

RECEIVED 8/13/98 * 88-523948

TH4441 TURN 395 11/1/98 13 00

42 518 DEPT-01

AD 19

Page 01

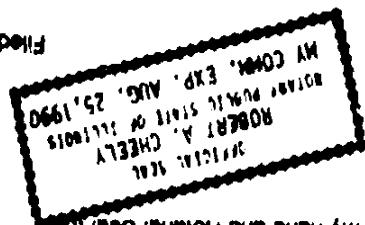
m., and duly recorded in Book

Office

County, Illinois, on the

Filed for Record in the Recorder's Office of

Doc. No.



Given under my hand and Notarized Seal this

day of August, 1998, for the use and purpose the sum set forth, including the release and waiver of the right of homestead and

person and acknowledged this day, sealed, and delivered the said instrument as TITTLE
subscribed to the foregoing instrument, appeared before me this day in
person, personally known to me to be the same
and MALKORZATA LASASKA

alleged, Do hereby certify that
I, (Title Under Signature)

County of Illinois

State of Illinois

88523948

FRANCISZEK LASASKA

is a Notary Public, in and for the county and State

(Seal)

(Seal)

MALKORZATA LASASKA, HIS WIFE

(Seal)

(Seal)

FRANCISZEK LASASKA

Witnesses the hand and seal of the Notary, the day and year first written.
Chalagoradz, Lasask

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

88-523948

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FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 4th day of NOVEMBER 19 88, amends the Mortgage/Deed of Trust of even date by and between FRANCISZEK LASSAK AND MAŁGORZATA LASSAK, HIS WIFE

, hereafter referred to as Mortgagor/Grantor, and HOME FAMILY MORTGAGE CORP.

, 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, FRANCISZEK LASSAK AND MAŁGORZATA LASSAK, HIS WIFE

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

Franciszek Lassak _____ [Seal]

FRANCISZEK LASSAK

Małgorzata Lassak _____ [Seal]

MAŁGORZATA LASSAK, HIS WIFE

_____ [Seal]

_____ [Seal]

Signed, sealed and delivered
in the presence of

P. Weeks 11/4/88