

88-501413

599206-6

File Case No.

131: 5577775-703

State of Illinois

Mortgage

465318 2/2

This Indenture, Made this 16TH day of NOVEMBER 19 88, between GLORIA J. DAVIS, DIVORCED AND NOT SINCE REMARRIED AND VALERIE B. COOPER, DIVORCED AND NOT SINCE REMARRIED, Mortgagee, and FLEET MORTGAGE CORP., a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND, Mortgagee.

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of NINETY THOUSAND TWO HUNDRED FIFTY FOUR AND NO/100

(\$ 90,254.00) Dollars 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 MILWAUKEE WISCONSIN 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 TWENTY FIVE AND 59/100 Dollars (\$825.59) on the first day of JANUARY 19 89, 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 DECEMBER 19 88.

Now, therefore, the said Mortgagee, 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 31 IN BLOCK 14 IN MILL AND SON'S NORTH AVENUE AND CENTRAL AVENUE SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 13-33-322-008

AKA: 1635 N. Lotus Chicago, Illinois 60639

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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 Mortgagee 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 (i)) in accordance with the regulations for those programs.

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FLEET MORTGAGE CORP.
2643 N. HARLEM AVE.
CHICAGO, IL 60635

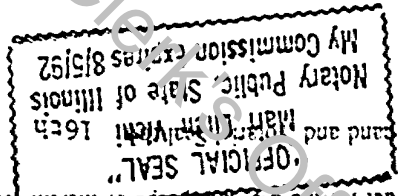
THIS INSTRUMENT WAS PREPARED BY:

Property of Cook County Clerk



Doc. No. _____
Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____ A.D. 19 _____
m. and duly recorded in Book _____ of _____ Page _____ at o'clock

My Commission expires 8/5/92
Notary Public, State of Illinois
A.B.E. [unclear]
A.D. 19 88
[Signature]



I, THE UNDERSIGNED, a notary public, in and for the county and State of Illinois, County of COOK, do hereby certify that GLORIA J. DAVIS, DIVORCED NOT SINCE REMARRIED, and VALERIE B. COOPER, DIVORCED NOT SINCE REMARRIED, are the same person whose name ABE [unclear] signed, sealed, and delivered the said instrument as THEIR free and voluntary act for the use and purpose herein set forth, including the release and waiver of the right of homestead.

Witness the hand and seal of the Mortgagor, the day and year first written
[Signature] [Seal] GLORIA J. DAVIS, DIVORCED AND NOT SINCE REMARRIED
[Signature] [Seal] VALERIE B. COOPER, DIVORCED AND NOT SINCE REMARRIED

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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 Agree, that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within NINETY 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 NINETY 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 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 sale, 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 the Mortgagor shall pay said note at the time and in the manner aforesaid and shall also, 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 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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immediate notice by mail to the Mortgagee, who may make proof acceptable to the Mortgagee. In event of loss Mortgagee will give have attached thereto loss payable clauses in favor of and in form policies and renewals thereof shall be held by the Mortgagee and be carried in companies approved by the Mortgagee and the ment of which has not been made heretofore. All insurance shall ly, when due, any premiums on such insurance provision for pay- periods as may be required by the Mortgagee and will pay prompt- hazards, casualties and contingencies in such amounts and for such from time to time by the Mortgagee against loss by fire and other erection on the mortgaged property, insured as may be required

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

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the amount of principal then remaining unpaid under said note. under subsection (a) of the preceding paragraph as a credit against the balance then remaining in the funds accumulated hereby, or if the Mortgagee acquires the property otherwise after this mortgage resulting in a public sale of the premises covered hereby, if there shall be a default under any of the provisions enumerated under the provisions of subsection (c) of the preceding paragraph of the Mortgagee any balance remaining in the funds ac- in computing the amount of such indebtedness, credit to the ac- of the entire indebtedness represented thereby, the Mortgagee shall dance with the provisions of the note secured hereby, full payment any time the Mortgagee shall tender to the Mortgagee, in accor- taxes, taxes, assessments, or insurance premiums shall be due. If at de tenancy, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagee may deem necessary for the proper preservation thereof, and any such repairs to the property hereinafter mortgaged as in its discretion it assessments, and insurance premiums, when due, may make premises in good repair, the Mortgagee may pay such taxes, that for taxes or assessments on said premises, or to keep said payments, or to satisfy any prior lien or indebtedness other than In case of the refusal or neglect of the Mortgagee to make such

the sale of the mortgaged premises, if not otherwise paid by the Mortgagee. secured by this mortgage, to be paid out of proceeds of debtedness, so paid or expended shall become so much additional m- money so paid or expended shall become so much additional m- such repairs to the property hereinafter mortgaged as in its discretion it assessments, and insurance premiums, when due, may make premises in good repair, the Mortgagee may pay such taxes, that for taxes or assessments on said premises, or to keep said payments, or to satisfy any prior lien or indebtedness other than In case of the refusal or neglect of the Mortgagee to make such

If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

Any deficiency in the amount of any such aggregate monthly payments 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 (4¢) for each dollar (\$1) for each payment time be on said premises during the continuance of said in- indebtedness, insured for the benefit of the Mortgagee in such terms of insurance, and in such amounts, as may be required by the Mortgagee.

And Said Mortgagee covenants and agrees: (a) 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 any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises during the continuance of said in- indebtedness, insured for the benefit of the Mortgagee in such terms of insurance, and in such amounts, as may be required by the Mortgagee.

(a) 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, all as estimated by the Mortgagee less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assess-

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

And the said Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt, in whole or in part on any installment due date. And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the amount of principal then remaining unpaid under said note. under subsection (a) of the preceding paragraph as a credit against the balance then remaining in the funds accumulated hereby, or if the Mortgagee acquires the property otherwise after this mortgage resulting in a public sale of the premises covered hereby, if there shall be a default under any of the provisions enumerated under the provisions of subsection (c) of the preceding paragraph of the Mortgagee any balance remaining in the funds ac- in computing the amount of such indebtedness, credit to the ac- of the entire indebtedness represented thereby, the Mortgagee shall dance with the provisions of the note secured hereby, full payment any time the Mortgagee shall tender to the Mortgagee, in accor- taxes, taxes, assessments, or insurance premiums shall be due. If at de tenancy, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagee may deem necessary for the proper preservation thereof, and any such repairs to the property hereinafter mortgaged as in its discretion it assessments, and insurance premiums, when due, may make premises in good repair, the Mortgagee may pay such taxes, that for taxes or assessments on said premises, or to keep said payments, or to satisfy any prior lien or indebtedness other than In case of the refusal or neglect of the Mortgagee to make such

And Said Mortgagee covenants and agrees: (a) 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 any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises during the continuance of said in- indebtedness, insured for the benefit of the Mortgagee in such terms of insurance, and in such amounts, as may be required by the Mortgagee.

And Said Mortgagee covenants and agrees: (a) 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 any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises during the continuance of said in- indebtedness, insured for the benefit of the Mortgagee in such terms of insurance, and in such amounts, as may be required by the Mortgagee.

To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purpose and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Mortgagee does hereby expressly release and waive.

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RIDER

FMC# 599206-6

This Rider, attached to and made part of The Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument") between GLORIA J. DAVIS, DIVORCED AND NOT SINCE REMARRIED AND VALERIE B. COOPER, DIVORCED AND NOT SINCE REMARRIED (the "Borrower") and Fleet Mortgage Corp. (the "Lender") dated NOVEMBER 16TH, 19 88, revises the Security Instrument as follows:

The Lender shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Security Instrument 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 Borrower, pursuant to a contract of sale executed not later than 12 months (24 months if the property is not the principal or secondary residence of the borrower) after the date on which the deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Dated

11-16

1988

• SEPT-01 RECORDING \$15.25
 • 742222 TRAN 5296 11/17/88 10:05:00
 • 48532 + 8 *-88-531413
 • COOK COUNTY RECORDER

Gloria J. Davis (Seal)
 Borrower GLORIA J. DAVIS, DIVORCED
 AND NOT SINCE REMARRIED

Valerie B. Cooper (Seal)
 Borrower VALERIE B. COOPER, DIVORCED
 AND NOT SINCE REMARRIED

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15.05

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