

# UNOFFICIAL COPY

88555582

State of Illinois

Mortgage

88555582

131:5570051:748

This Indenture, made this 30th day of NOVEMBER, 1988, between

RUANG-URATI KANYARUAN, A SPINSTER

, Mortgagor, and

THE FIRST MORTGAGE CORPORATION

, Mortgagee.

a corporation organized and existing under the laws of ILLINOIS

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 FORTY TWO THOUSAND THIRTY NINE AND NO/100

Dollars (\$ 42,039.00 )

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

FLOSSMOOR, 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

THREE HUNDRED EIGHTY FOUR AND 55/100

Dollars (\$ 384.55 )

on the first day of JANUARY, 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 the 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 15 AND THE SOUTH 5 FEET OF LOT 16 IN BLOCK 2 IN SUBDIVISION OF THE NORTH 16-2/3 ACRES OF THE SOUTH 25 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #19-01-218-029

PROPERTY ADDRESS: 4232 S. TALMAN AVENUE  
CHICAGO, ILLINOIS 60632

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 exhaustedHUD-92118-M.1 (9-86 Edition)  
24 CFR 203.17(a)

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1983] GOVERNORS HIGHWAY, FLOSSMOOR, ILLINOIS 60422  
 THIS INSTRUMENT PREPARED BY: TINA CLARKE, THE FIRST MORTGAGE CORPORATION

1981 to:



A.D. 19

day of

County, Illinois, on the

at o'clock m., and duly recorded in Book of

Notary Public, State of Illinois	Filed for Record in the Recorder of Deeds of Illinois
Beth Munson	Expires 5/24/92
<b>"OFFICIAL SEAL"</b>	

Doc. No.

Notary Public

88

Given under my hand and Notarial Seal this  
 free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.  
 Person and acknowledged that **RUEANG-UURAI KANYARUAN**,  
 subscriber to the foregoing instrument, appeared before me this day in  
 person, personally known to me,  
 signed, sealed, and delivered the said instrument as **HER**.

I, **RUEANG-UURAI KANYARUAN, A SPINSTER**, do hereby certify that

a notary public in and for the county and state

person whose name is  
**RUEANG-UURAI KANYARUAN**,  
 a notary public in and for the county and state

County of **Cook**

State of Illinois

8855582

[Seal]

[Seal]

[Seal]

[Seal]

**RUEANG-UURAI KANYARUAN**

Witness the hand and seal of the Mortgagee, the day and year first written.

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3 8 5 0 5 5 3 2

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 to 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** 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** days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such uneligibility), 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 uneligibility 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 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 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 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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And as Additional Security for the payment of the indebtedness  
of the parties, the Majorlender does hereby assign to the Majorlender all  
the rents, issues, and profits now due or which may hereafter  
become due for the use of the premises hereinabove described.

the barium remaining in the residue was measured by titration with dilute sulfuric acid.

conclusion of the will, larger any balance remaining in the funds ac-  
cumulated under the provisions of subsection (a) of the preceding

any sum which the Mortgagor shall tender to the Mortgagee, in ac-  
cordance with the provisions of the note secured hereby, shall  
be computed like the amount of such indebtedness, credit to the ac-  
count of the principal remitted thereby, the Mortgagee shall

preceding paragraph shall not be sufficient to pay ground rents.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the Mortgagor, or his estate, dies before the payment of the principal and interest, the unpaid balance of the principal and interest, and all other amounts due under the mortgage, shall be paid to the heirs, legatees, or devisees of the Mortgagor, or to the person entitled to receive them under the will of the Mortgagor, or to the person entitled to receive them under the laws of descent and distribution.

Any participation in the amount of any such arbitration hearing may result in the next such payment, unless made good by the arbitrator prior to the date of the next such payment, consisting of the amount of any such payment, to cover the extra expense not to exceed 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.

(ii) late charges.

(1) Bonded rents, if any, taxes, special assessments, fire, and other insurance premiums;

(2) Interest on the note secured hereby;

(a) We will then discuss the implications of this for the parallel approach and all payments to be made under the new model.

special assessments), and

estimated by the mortgagor less than thirty years after the date of the original mortgage or by the mortgagor less than thirty years before the date of the original mortgage if the mortgagor has died or become incapable of managing his affairs.

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will arise 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

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

and the will prominently bears the signature of the testator on the margin wherein his private will is recorded. Privilege is reserved to pay the debt in whole or in part on any instalment due date.

And the said Ministerial Order further conveys and directs as follows:

whereas to satisfy the same.

It is expressly provided, however, that other provisions of this mortgage to the contrary notwithstanding, that the mortgagee shall not be entitled nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof by any means whatever, but the same may be paid by the mortgagor at his own expense, and the amount so expended, together with interest thereon, so long as the Mortgagor shall, in good faith, cause the same to be paid, to be added to the principal sum of the indebtedness, to be paid by the Mortgagor.

assessments, and insurance premiums, when due, and make such repairs to the property herein mortgaged as in its discretion may deem necessary for the proper preservation thereof, and to the expenses so paid or expended shall become so much additional debtiness as secured by this mortgage, to be paid out of proceeds of sale of the property herein mortgaged, if not otherwise paid by the mortgagor.

debtors, insured for the benefit of the Mortgagor in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

of assessment in turn may be revised by authority of the state or its  
firms, or of the county, town, village, or city in which the said  
land is situated, upon the suggestion 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-

men, to attach to said premises; to pay to the Mortgagee, as  
hereinafter provided, until said note is fully paid, (( )) a sum suffi-  
cient to pay all taxes and assessments on said premises, or any tax  
due from time to time, which may be levied upon them.

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 lien of mechanics' men or material

To keep said premises in good repair, and not to do, or permit to do, any act or omission which would damage or injure the property, or which would interfere with the quiet enjoyment of the property by the lessee.

from all rights and benefits under and by virtue of the Homestead Act, except those which have been granted to said Mortagor does hereby expressly release and waive, benefits to said Mortagor does hereby expressly release and waive.

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## ADDENDUM TO MORTGAGE

Date: NOVEMBER 30, 1988

FHA Case #: 131:5570051:748

Property Address: 4232 S. TALMAN AVENUE  
CHICAGO, ILLINOIS 60632

THE MORTGAGEE 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 NOT 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.

Ruang-Urai Kanyaruan  
RUANG-URAI KANYARUAN

DEPT-01 \$16.25  
T#1111 TRAN 5399 12/02/88 09:59:00  
#7376 # A \*-68-6555682  
COOK COUNTY RECORDER

88555582

15.25

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STATEMENT OF DEFENSE

Property of Cook County Clerk's Office

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