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LOAN #: 1-766724-02

1500

FHA Case No.  
131:5586413-703

State of Illinois

Mortgage

This Indenture, made this 16TH day of DECEMBER, 1988, between  
CLAUDE L. SMALL & EUNICE M. SMALL, HIS WIFE

Mortgagor, and

GMAC MORTGAGE CORPORATION OF PA  
a corporation organized and existing under the laws of PENNSYLVANIA  
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

SIXTY-NINE THOUSAND FIVE HUNDRED AND 00/100 \*\*\*\*\*

Dollars (\$ 69,500.00 )

payable with interest at the rate of TEN AND 50/100  
per centum ( 10.500 % ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in  
8360 OLD YORK ROAD, ELKINS PARK, PA 19117-1590

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 THIRTY-FIVE AND 74/100 \*\*\*\*\*

Dollars (\$ 635.74 )

on FEBRUARY 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 JANUARY 20 19

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 and the State of Illinois, to wit:

LOT 242 IN WOODGATE GREEN UNIT 2, BEING A SUBDIVISION OF PART OF THE  
NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16,  
TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

TAX ID #31-17-210-019-0000, VOLUME 179

THIS INSTRUMENT WAS PREPARED BY: SUE JANACHOWSKI FOR  
GMAC MORTGAGE CORPORATION  
5540 WEST 111TH STREET  
OAK LAWN, ILLINOIS 60453

BOX 333-GG

HN 157 Huntingwood Road, M attson

88583916

COOK COUNTY, ILLINOIS  
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1988 DEC 19 PM 3:02

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

1200

The Lender 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 hereunder. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewal thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give appropriate notice by mail to the Mortgagee, who may make proof

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 hereunder. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewal thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give appropriate notice by mail to the Mortgagee, who may make proof

And as Additional Security for the payment of the indebtedness aforementioned 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 hereinabove described. The amount of principal then remaining unpaid under said note under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note shall be applied to the payment of the indebtedness as provided in the preceding paragraph. If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the indebtedness represented thereby, the Mortgagee shall, in such event, credit the amount of such indebtedness, with interest thereon, to the account of the Mortgagee.

Any deficiency in the amount of any such aggregate monthly payments 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 rent, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the indebtedness represented thereby, the Mortgagee shall, in such event, credit the amount of such indebtedness, with interest thereon, to the account of the Mortgagee.

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 the Lender. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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: (1) a sum equal to the ground rent, 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 rent, premiums, taxes and assessments shall be due.

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 the said Mortgagee further covenants and agrees as follows: 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: (1) a sum equal to the ground rent, 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 rent, premiums, taxes and assessments shall be due.

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 for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

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 or of the county, town, village, or city in which the said land is situated, (2) the Mortgagee on account of the ownership thereof, (3) a sum sufficient to keep all buildings that may at any time be on said premises during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms 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 purposes and uses herein set forth; free from all rights and benefits under and by virtue of the Homestead and Exemption Laws of the State of Illinois, which said rights and benefits to said Mortgagee does hereby expressly release and waive. And said Mortgagee covenants and agrees: 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: (1) a sum equal to the ground rent, 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 rent, premiums, taxes and assessments shall be due.

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

See Rider(s) to the Security Instrument attached hereto and made a part hereof.

*Claude L. Small*  
\_\_\_\_\_  
CLAUDE L. SMALL (Seal) Borrower

*Eunice M. Small*  
\_\_\_\_\_  
EUNICE M. SMALL, HIS WIFE (Seal) Borrower

*[Signature]*  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Seal) Borrower

(Space Below This Line For Acknowledgment)

State of Illinois

County of COOK

I, **THE UNDERSIGNED**, a notary public, in and for the county and State aforesaid, Do Hereby Certify That **CLAUDE L. SMALL & EUNICE M. SMALL, HIS WIFE** and

person whose name **S** ARE personally known to me to be the same 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, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this **16TH** day OF **DECEMBER**, A.D. 19**88**

*[Signature]*  
\_\_\_\_\_  
Notary Public

Doc. No. Filed for Record in the Recorder's Office of

County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19

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

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When the bank has not a full title to the property...

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 Mortgage, 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 Mortgage; 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 stenographer's fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgage 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 Mortgage, so made parties, for services in such suit or proceeding, 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' fees, and stenographer's fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the moneys advanced by the Mortgage, if any, for the purchase authorized in the mortgage with interest on such advances as they shall be 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 moneys remaining unpaid. The surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagee.

If the Mortgagee 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 the Mortgagee shall, within thirty (30) days after written demand therefor by the Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by the 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

**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.

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 Mortgagee 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 the mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee 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 Mortgagee 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 Mortgagee Further** agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within 30 (thirty) days from the date thereof (written statement of any officer of the Department of Housing and Urban Development or a duly authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 30 (thirty) days from the date of the mortgage, declining to insure said note and this mortgage be 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 until 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 Mortgagee, or any party claiming under said Mortgagee, 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, either 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

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8 8 5 8 3 9 1 6RIDER TO THE SECURITY INSTRUMENT

THIS RIDER, is made this 16TH day of DECEMBER, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GMAC Mortgage Corporation of PA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

157 HUNTINGWOOD ROAD, MATTESON, ILLINOIS 60443

(Property Address)

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. 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 after the date on which the Security Instrument is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, Borrower has executed this Rider to the Security Instrument.

  
\_\_\_\_\_  
CLAUDE L. SMALL

  
\_\_\_\_\_  
EUNICE M. SMALL, HIS WIFE

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