

State of Illinois
FMII
00048517

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Mortgage

3 3 0 0 4

FHA Case No.

T31:5179714 703B

88004282

This Indenture, Made this 31ST day of DECEMBER 19 87, between JOHN K. HOLTON AND DEBORAH W. HOLTON, HIS WIFE, . Mortgagor, and COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P., organized and existing under the laws of DELAWARE, 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 THIRTY SEVEN THOUSAND FOUR HUNDRED SEVENTY ONE AND 00/100

(\$ *****37,471.00) Dollars

payable with interest at the rate of ELEVEN AND 0000/100000 per centum (11.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

HOUSTON, TEXAS 77027 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 FIFTY SIX AND 85/100 Dollars (\$ *****356.85) on the first day of

FEBRUARY 19 88, 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 JANUARY 18 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 COOK and the State of Illinois, to wit:

LOT 34 IN E. A. CUMMINGS AND COMPANY'S HADDON AVENUE ADDITION TO AUSTIN, A SUBDIVISION OF THE WEST 290.2 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 36 OF E. A. CUMMINGS AND COMPANY'S PINE AVENUE ADDITION TO AUSTIN IN THE SOUTHWEST 1/4 OF SAID SECTION 4, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 5417 W. HADDON, CHICAGO, ILLINOIS 60651
TAX I.D.# 16-04-303-019 EJO un

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 provide for a one-time Mortgage Insurance Premium payment.

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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.

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 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 the 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; (4) all the said principal money remaining unpaid. The surplus of the proceeds of 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 (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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That he will keep the improvements now existing at his heretofore erected on the Morristown property, insured as may be required from time to time by the Morristown & Paterson Railroad Company, and will pay premiums on such contingencies in such amounts and for such periods as may be required by the Morristown & Paterson Railroad Company, when due, any premium paid by him in advance provision for payment of which has not been made before.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor become due for the use of the premises heretofore described,

Any deficiency in the amount of any such aggregate monthly payment
shall, unless made good by the Mortgagor prior to the due date of the next
such payment, constitute an event of default under this mortgage. The
Mortgagee may call it a "late charge" but 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.

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

Insurance premiums: The amount of money paid by an insured person to a insurance company for protection against loss.

added together and the difference in amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(g) All payments mentioned in the preceding subsection shall be graph and all payments to be made under the note secured hereby shall be

(ii) A sum equal to the sum of premiums that will never become due and payable on policies of life and other hazards insurable covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagor) less all sums already paid therefor divided by the number of months to date when such sums became due, plus taxes and assessments paid by Mortgagor prior to the date when such sums became due, plus taxes and assessments paid by Mortgagor in trust to pay said ground rents, premiums, taxes and spe-

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

That privilege is reserved to pay the debt in whole, or in part, on any instalment due date.

It is expressly provided, however (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 premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And said MortalAgor covenants and Agreements.

10 have had to hold the above-described premises, with the appur-
tenances and fixtures, until the said Mortgagor pays all sums due
for ever, for the purposes and uses herein set forth, free from all rights
and encumbrances, unto the said Mortgagor, its successors and assigns,
benefits under and by virtue of the Homestead Exemption Laws of the State
of Illinois, which said benefits and benefits the said Mortgagor does hereby
expressly release and waive.