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66012456
33012456

Loan # 900313-8

State of Illinois

Mortgage

FHA Case No:
131: 529 6981 703B

This Indenture, Made this 30th day of December, 1987, between
EARL T. PALMER, JR., LENNETTE PALMER, His Wife and ANNIE M. WILSON, A Widow, Mortgagor, and
MIDWEST FUNDING CORPORATION,
a corporation organized and existing under the laws of the State of Illinois
Mortgagor.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of **Fifty-six thousand three hundred fifty and NO/100 ----- Dollars (\$ 56,350.00)**

payable with interest at the rate of **Ten and one half** per centum (**10.50000**) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in **DOWNTON CROVE**, **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 **Five hundred fifteen and 40/100 ----- Dollars (\$ 515.46)** on **February 01, 1988**, 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 18**.

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 Mortgagor, 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 126 IN SOUTH SHORE ADDITION TO JEFFERY MANOR, BEING A RESUBDIVISION OF PARTS OF CALUMET TRUST'S SUBDIVISION, CALUMET TRUST'S SUBDIVISION NUMBER 3, ARTHUR DUNAS' SOUTH SHORE RESUBDIVISION AND ARTHUR DUNAS' SOUTH SHORE SUBDIVISION, ALL IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, AS PER PLAT THEREOF RECORDED AS DOCUMENT NO. 13292453 AND ALSO REGISTERED SEPTEMBER 8, 1944 AS DOCUMENT NO. LR 1025005, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITHE 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 HEREOF.

Item # 26-07-134-053 CFO un

-88-012456

Also known as 9837 SOUTH BENSLEY AVENUE, CHICAGO
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.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, 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 Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

And said Mortgagor covenants and agrees:

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

This form is used in connection with mortgages insured under the one-to-four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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15.00 MAIL

PREPARED BY: BILLIE STELLA
 RETURN TO: MIDWEST FOUNDING CORPORATION
 1020 31ST STREET SUITE 401
 ROCK COUNTY RECORDS
 11 LINNIS 60515
 47449 # ID # -88-012456
 TIN 444 TIN 2069 01/08/88 18:00:00
 DEPT-Q1
 \$15.25

Doc. No. **11**
Filed for Record in the Recorder's Office of **County, Illinois**, on the **10** of **July**, **19**
A.D. 19**0**
o'clock **11** am, and duly recorded in Book **11** of **Pages**

Walter Potts *10/5/18* *Common Name*

I swear under my hand and Notarial Seal this
day 30th December, A.D. 19 87.

1. THE UNDERSTANDING
is formed, Do hereby certify that EARL T. PALMER, JR.
, a Notary public, in and for the county and State
and LENNETTE PALMER, His wife . And ANNIE M. WILSON A WITNESS
and LENNETTE PALMER, His wife . ANNIE M. WILSON A WITNESS
personally known to me to be the same
person whose name S ARE
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that THEY signed, sealed, and delivered the said instrument at THEIR free and voluntary act for the uses and purposes
herein set forth, including the release and waiver of the right of homestead.

THE UNDERSTANDING is a monthly public, in and for the county and state

Congress of Gdansk

-88-012456

(SEAL) _____ (SEAL) _____

[SEAL] _____ [SEAL] _____

(TBS) _____

ANNIE M. WILSON

ANNIE M. MINSTON

Witnesses the hand and seal of the Mortgagor, the day and year first written.
ANNIE M. WILSON
X *Annie M. Wilson* [SEAL]
EARL T. PALMER, JR.
X *Earl T. Palmer* [SEAL]
LEONARDES PALMER
X *Leonardes Palmer* [SEAL]
66012456
X *66012456* [SEAL]

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

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R E D 1 2 4 5 6

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance 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 Mortgagor.

It is expressly provided, however (all other provisions of this mortgage 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 the said Mortgagor further covenants and agrees as follows:

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

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:

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

I ~~(a)~~ ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
II ~~(b)~~ interest on the note secured hereby;
III ~~(c)~~ amortization of the principal of the said note; and
IV ~~(d)~~ late charges.

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 collect a "late charge" 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.

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 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 Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor 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, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor 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.

a **XX** 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

b. ~~xx~~ All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

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The Government Department concerned shall inform, and the detainees and advocates shall be given an opportunity to respond to the specific charge before it is passed.

It is expressly agreed that no extension of the time for payment
of the debt hereby secured given by the Mortgagor shall operate to release, in
any manner, the original liability of the Mortgagor.

If Mortgagor shall pay any notice at the time and in the manner
aforesaid and shall abide by, completely within, and duly perform all
the covenants and agreements herein contained, then this conveyance shall
be null and void and Mortgagor and Mortgagee will, within thirty (30) days after
written demand therefor by Mortgagor, execute a release of
sealification 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 of Mortgage.

And there shall be included in any decree forcelosing this mortgagor and shall then be paid to the Mortgagor.
In case of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the monies advanced by the Mortgagor, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth made; (3) all the accrued interest remaining unpaid on the im- debtedness thereby secured; (4) all the said principal money re- maining unpaid. The survivors of the proceeds of the sale, if any,

And in any case of foreclosuree of this mortgage by said Mortgagor in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers, fees of the complainant, attorney and the costs of a complete abstract of title for the pur- pose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagor shall be made a party thereto by reason of this Mortgage, his costs and expenses, and the reasonable fees and charges of the attorney or solicitors of the creditor, 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.

wherever the said mortgagee shall be present 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 agreed by the Mortgagor; release the said premises to the Mortgagor 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 such amounts as are reasonably necessary to carry out the provisions of this paragraph.

costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagee, and without regard to the court in which such bill is filed may at any time thereafter, file a complaint for the recovery of the sum so secured hereby, at the same time of such applications for appointment of a receiver, or for the same value of the property as is now possessed by the owner of the premises, and in 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 or the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession. As a homestead, enter an order placing the Mortgagee in possession. Mortgagee will power to collect the rents, issues, and profits of the possession of the premises, or appoint a receiver for the benefit of the Mortgagee during the period of such foreclosure suit and, in case of sale and 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.

In the event of default in making any monthly payment pro-
vided 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 of agreement herein stipulated, then the
whole of said principal sum remaining unpaid together with ac-
crued interest thereon, shall, at the election of the Mortgagee,

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by loss Mortgagor until form acceptable to the Mortgagee. In event of favor of and in have attached thereto lots payable clauses in the Mortgagee and renewals thereof shall be held by loss Mortgagor, who may make payment of lots 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 Mortgagor and the Mortgagee jointly, and the Mortgagee at its option either to the reduction of the indebtedness thereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage the other trustee of title to the mortgaged property in title and in- ment of the indebtedness secured hereby, all right, title and in- terest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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LOAN# 900313-8CASE# 131 529 6981 703B

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgage 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 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirement of the Commissioner.

X Earl T. Palmer

Borrower EARL T. PALMER, JR.

December 30, 1987

Date

X Lenette Palmer

Borrower LENNETTE PALMER

December 30, 1987

Date

X Annie M. Wilson

Borrower ANNIE M. WILSON

December 30, 1987

Date

Borrower _____

Date

State of ILLINOIS

SS.

County of COOK

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that EARL T. PALMER, JR., LENNETTE PALMER, His Wife and ANNIE M. WILSON, A Widow personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st day of December, 1987.

Teresa L. Crane
Notary Public

3/18/90

Commission Expires

This instrument was prepared by Midwest Funding Corporation
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

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