

UNOFFICIAL COPY

NOV 27 2 4 9

Loan # 9003054

FHA Case No.:

131: 529 6462 703B

State of Illinois

Mortgage

This Indenture, Made this 13th day of January, 19 88 between

ROBERT M. FIXTER, A Bachelor and CYNTHIA A. SOUTH, A Spinster, Mortgagor, and

MIDWEST FUNDING CORPORATION
a corporation organized and existing under the laws of the State of Illinois
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 Fifty thousand one hundred and NO/100 - - - - - Dollars (\$ 50,100.00)

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 Mortgagee at its office in DOWNERS GROVE, 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 Four hundred fifty-eight and 29/100 - - - - - Dollars (\$ 458.29)

on March 01, 19 88, 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 February 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 Warranty 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 67 IN JIM-JAN RESUBDIVISION, BEING A RESUBDIVISION OF PART OF GOLD COAST FOURTH ADDITION TO CALUMET CITY, ILLINOIS, IN SECTIONS 20 AND 29, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 7, 1951 AS DOCUMENT 15141386, IN COOK COUNTY, ILLINOIS.

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

A.D.D.
I, *[Signature]*

Also known as 1662 STATE LINE ROAD, CALUMET CITY
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 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 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 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 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 Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

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.

J.K. Fulkner
1-203492-C2

(Land Held Co.)

88072219

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15.00

MAIL BOX 45

PREPARED BY: ALAN BERRANT
RETURN TO: MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401
DOWNERS GROVE, ILLINOIS 60515

DEPT-01
14444 MAN 2329 01/19/88 14:25:00
*BB-027249
COUNTY RECORDER

Filed for Record in the Recorder's Office of
County, Illinois, on the
day of
A.D. 19

842720-88

Given under my hand and Notarial Seal this
13th day
January, A.D. 19 88.

I, THE UNDERSIGNED
afore said, do hereby certify that
ROBERT M. FIXTER, A Bachelor
and CYNTHIA A. SOUTH, A Spinster
subscribed to the foregoing instrument, appeared before me this day in 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 first of homestead.

a notary public, in and for the county and State
County of Cook
State of Illinois

Witness the hand and seal of the Mortgagor, the day and year first written.
[SEAL] *Robert M. Fixter*
[SEAL] *Cynthia A. South*
[SEAL] _____
[SEAL] _____
[SEAL] _____
[SEAL] _____

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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. However used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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.

If 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 Mortgagee will, within thirty (30) days after written demand therefor by 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 Mortgagee.

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' fees, solicitors' and stenographers' fees, outlays for documentary evidence and costs of said abstract and examination of title; (2) All the moneys advanced by the Mortgagee, if any, for the purpose authorized 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 Mortgagee.

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.

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 Mortgagee 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 rent, 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 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 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 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 rent, 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 rent, issues, and profits when collected may be applied toward the payment of the indebtedness.

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.

The Mortgagee further agrees that should the mortgage and the note secured hereby not be eligible for insurance under the National Housing Act with the Secretary of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the date of this mortgage, the Mortgagee, being deemed declining to insure said note and this mortgage, shall, at the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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 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 or not.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals 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 the event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof 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 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 Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

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LOAN# 9003054

CASE# 131: 529 6462 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.

Robert M. Fixter
Borrower **ROBERT M. FIXTER** January 13, 1988 Date

Cynthia A. South
Borrower **CYNTHIA A. SOUTH** January 13, 1988 Date

Borrower _____ Date _____

Borrower _____ Date _____

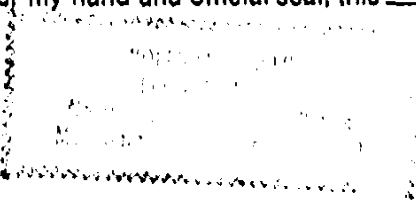
State of Illinois

County of Cook ss.

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT M. FIXTER, A Bachelor and CYNTHIA A. SOUTH, A Spinster

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 THEY 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 13th day of January, 1988.



Janice K. Mullin
Notary Public

1-16-89
Commission Expires

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

88027249

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RECEIVED
JAN 15 1988
CLERK OF COURT

PROPERTY ACCELERATION CLAUSE

Section 1-10-1 of the Illinois Uniform Code of Annotated Statutes

THIS INSTRUMENT IS SUBJECT TO THE FOLLOWING PROPERTY ACCELERATION CLAUSE:

IF THE DEBTOR FAILS TO PAY THE DEBT AS PROVIDED IN THE INSTRUMENT, THE CREDITOR SHALL BE ENTITLED TO TAKE IMMEDIATE POSSESSION OF THE PROPERTY AND TO FORECLOSE THEREON WITHOUT NECESSITY OF A COURT ORDER.

Property of Cook County Clerk's Office

RECORDED

WITNESSETH THAT THE PARTIES TO THE FOREGOING INSTRUMENT HAVE READ THE SAME AND UNDERSTAND THE CONTENTS THEREOF AND HAVE VOLUNTARILY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT CHICAGO, ILLINOIS, THIS _____ DAY OF _____, 19__.

WITNESSETH THAT THE PARTIES TO THE FOREGOING INSTRUMENT HAVE READ THE SAME AND UNDERSTAND THE CONTENTS THEREOF AND HAVE VOLUNTARILY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT CHICAGO, ILLINOIS, THIS _____ DAY OF _____, 19__.

Notarially attested to before me this _____ day of _____, 19__.

Attest: _____