

UNOFFICIAL COPY

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.

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

And said Mortgagor covenants and agrees:

release and waive.

rights and benefits the said Mortgagor does hereby expressly Homestead Exemption Laws of the State of Illinois, which said free from all rights and benefits under and by virtue of the and assigns, forever, for the purposes and uses herein set forth, purtenances and fixtures, unto the said Mortgage, its successors

To have and to hold the above-described premises, with the ap- purtenances and fixtures, unto the said Mortgage, its successors

ing 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, together with all and singular the tenements, hereditaments and appurtenances therunto 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

Also known as 527 47th Avenue, Bellwood

Item # 15-08-410-061 # 116004

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.

THE NORTH 10 FEET OF LOT 34 AND LOT 35 (EXCEPT THE NORTH 2 FEET THEREOF) IN BLOCK 7 IN HUBERT ST. CHARLES ROAD SUBDIVISION FIRST ADDITION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1929 AS DOCUMENT NUMBER 10316244, IN COOK COUNTY, ILLINOIS.

89163025

and the State of Illinois, to wit:

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 Mortgage, its successors or assigns, the following described Real Estate situated, lying, and being in the county of COOK

on March 01, 19 88, and the 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 Dollars (\$ 549.02)

Five hundred forty-nine and 02/100 - - - - - at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of office in DONNER'S GROVE ILLINOIS per centum (11.0000) (per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee in its payable with interest at the rate of Eleven

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgage, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Fifty-seven thousand six hundred fifty and NO/100 - - - - - Dollars (\$ 57,650.00)

This Indenture, Made this 15th day of January, 19 88 between MARSHA J. DAVIS, Divorced Not Since Remarried Midwest Funding Corporation a corporation organized and existing under the laws of the State of Illinois Mortgage, and Mortgagor, and

FHA Case No. 131:5291252-703B Loan # 900393-0

Mortgage

State of Illinois

86039488

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

Marsha J. Davis [SEAL] _____ [SEAL]
 MARSHA J. DAVIS

_____[SEAL] _____ [SEAL]

_____[SEAL] _____ [SEAL]

_____[SEAL] _____ [SEAL]

63039468

Property of Cook County Clerk's Office

State of Illinois)
County of)

33-633-33-

DEPT-01 \$15.25
7#4444 TRAN 0006 01/27/88 08-58-00
#0083 # 10 11-23-88 03 9448
COOK COUNTY RECORDER

I, **THE UNDERSIGNED**, a notary public, in and for the county and State
aforesaid, Do Hereby Certify That **MARSHA J. DAVIS, Divorced Not Since Remarried**
and **his wife**, personally known to me to be the same
person whose name **IS** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that **SHE** signed, sealed, and delivered the said instrument as **HER** free and voluntary act for the uses and purposes
therein set forth, including the release and waiver of the right of homestead.

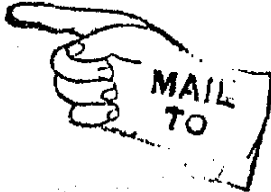
Given under my hand and Notarial Seal this 15th day January, A.D. 19 88.

OFFICIAL SEAL
JULIE A. LOSS
Notary Public, State of Illinois
My Commission Expires 6/30/90

Julie A. Loss
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

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



15⁰⁰ MAIL

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 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.

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 due or not.

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 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 proceedings, 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, including, 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 overplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

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 hereof, 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 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.

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.

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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 Mortgagee 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:

(a) All amounts sufficient to provide the holder hereof with the amount of the monthly payments of principal and interest as set forth in the schedule of payments attached to the note secured hereby, as approved by the Secretary of Housing and Urban Development, as follows:

(b) If and so long as the note or even date and this interest shall be in arrears, the amount of the monthly payments of principal and interest to accumulate in the hands of the Mortgagee, or its assignee, or the Secretary of Housing and Urban Development, pursuant to the National Housing Act, shall be in an amount equal to one-twelfth of the balance due on the note computed without taking into account delinquencies or prepayments.

a (b) 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 (c) All payments mentioned in the two preceding subsections 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 Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- I (d) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- II (e) interest on the note secured hereby;
- III (f) amortization of the principal of the said note; and
- IV (g) 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 (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee 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 (b) 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 which have not previously become obligated to pay to the Secretary of Housing and Urban Development. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note which has not been made under subsection (b) of the preceding paragraph.

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.

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 hereinbefore.

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LOAN# 900393-0

CASE# 131:5291252-703B

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.

<u>Marsha J. Davis</u> Borrower MARSHA J. DAVIS	<u>January 15, 1988</u> Date
_____ Borrower	_____ Date
_____ Borrower	_____ Date
_____ Borrower	_____ Date

State of Illinois
County of De Page SS.

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MARSHA J. DAVIS, Divorced Not Since Remarried

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that S he signed, sealed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of January, 1988.

OFFICIAL SEAL
JULIE A. [unclear]
Notary Public, State of [unclear]
My Commission Expires 6/30/90

Julie A. [unclear]
Notary Public
June 30, 1990
Commission Expires

600393-0

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

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NOTARY PUBLIC

NOTARY PUBLIC

STATE OF ILLINOIS

NOTARY PUBLIC

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Notary Public for the County of Cook, State of Illinois, and that the same has been duly filed in the office of the Notary Public for the County of Cook, State of Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the Notary Public for the County of Cook, State of Illinois, and that the same has been duly filed in the office of the Notary Public for the County of Cook, State of Illinois.

Property of Cook County Clerk's Office

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Notary Public
My Commission Expires

NOTARY PUBLIC