## UNOFFICIAL COPY

### State of Illinois

BOX 238 LOAN #6645

## Mortgågé

PHA Case No.:

#131:5311760-748

This Indenture, Made this

6TH

day of

**FEBRUARY** 

, 1988 , between

DEBORAH LEE CULP, DIVORCED AND NOT SINCE REMARRIED JAMES F. MESSINGER & CO., INC. a corporation organized and existing under the laws of ILLINOIS

, Mortgagor, and

Mortgagee.

168734 C

88058991

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 FORTY FIVE THOUSAND NINE HUNDRED FIFTY AND NO/100------

Now, therefore, the said Mortgagor, for the better eccuring 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 Mortgages, 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 2 IN BLOCK 6 IN THE SUBDIVISION OF BLOCKS 2 3, AND 6 IN T. P. PHILLIPS EQUITABLE LAND ASSOCIATION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 16-2

16-22-419-019

4105 WEST CULLERTON CHICAGO, ILLINOIS 60623

HOO UN

THIS DOCUMENT WAS PREPARED BY:
KAMEN A. STANISLAYSKI
JAMES V. MESSINGER & CO., INC.
5161-67 MESSINGER & CO., INC.
WORTH, ILLINOIS 60482

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rate, 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 satate, 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.

380589°

|          |     |       |           |            | .3         | <b>SABTI</b> | HON | SIHL  | <b>OE</b> | TAA9        | ZA | DED | COR | D KE( | MA       | 01  |
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| 4105 WEST CULLERTON<br>CHICAGO, TLLINOIS 60623                                   |  |  |  | JAMES F. MESSINGER & CO., INC.                            | DEBORAH LEE CULP, DIVORCED<br>AND NOT SINCE REMARRIED<br>TO | BOX 238 MORTGAGE                     |
|--|--|--|--|---|---|--------------------------------------|
| affed  | <b>JQ</b>  | 1009                                   | ni bəbrəcər ylub bra   | ··m   | o,cjock   | ונ                                   |
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| own to me to be the same<br>person and acknowledged<br>for the uses and purposes | ee sud voluntary act<br>before me this day in<br>SINCE REMARKI | ind ,<br>benegge , insmiring<br>of A3H | bed to the foregoing is<br>the said-instrument a<br>the tight of hor | subscrii<br>esled, 2.,d dalivered<br>in release a d waive | : name<br>signed, se<br>sth, including ti                   |                                      |
| for the county and State   | totary public, in and  | TON ANA MENDEN                         | LEE CULP. DI   | DEBORAH   | 7   | I, Iforesald, Do                     |
| eine county and State  | lotery public, in and  | TOU MAN GROGO                          | LEE CULP. DI   | ), m:  John Deboration                                    | 19000 J   | State of Lilin<br>County of<br>I, Do |
| for the county and State   | lotiky public, in mid  | TOU GUÁ GRAGO                          | LEE CULP, DI   | hel<br>ENL  | 19000 J   | County of                            |

## UNOFFICIAL COPY

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 morigage 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 thereof 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 togstale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further coverants 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 preparents 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
- (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the unnual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (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
- (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 aplied by the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be:
- (11) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (III) interest on the note secured hereby;
  - (IV) amortization of the principal of the said note; and
  - (V) 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 oremiums, 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 day when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall terue" to the Mortgagee, in accordance with the provisions of the nate 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 air payments made under the provisions of subsection (a) of the prece they paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any but nee remaining in the funds accumulated under the provision. Of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public rule 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 finds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) 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 bereafter 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 auch 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.

Page 3 of 4

The second secon

tion and preservation of the property. costs, taxes, insurance, and other items necessary for the protec-

out the provisions of this paragraph. expend itself such amounts as are reasonably necessary to carry bremises pereinabove described; and employ other persons and collect and receive the rents, issues, and profits for the use of the beyond any period of redemption, as are approved by the court; gagot or others upon such terms and conditions, either within or quired by the Mortgages; lease the said premises to the Mortmaintain such insurance in such amounts as shall have been reassessments as may be due on the said premises; pay for and said premises in good repair; pay such current or back taxes and mortgage, the said Mortgagee, in its discretion, may: keep the an action is pending to foreclose this mortgage or a subsequent the above described premises under an order of a court in which Whenever the said Mortgages shall be piaced in possession of

in any decree foreclosing this mortgage. so much additional indebtedness secured hereby and be allowed premises under this mortgage, and all such expenses shall become ceodings, shall be a further lien and charge upon the said Mortgagee, so made parties, for services in such suit or proreasonable fees and charges of the attorneys or solicitors of the by reason of this mortgage, its costs and expenses, and the proceeding, wherein the Mortgagee shall be made a party thereto pose of such foreclosure; and in case of any other suit, or legal evidence and the cost of a complete abstract of title for the purant in such proceeding, and also for all outlays for documentary for the solicitor's fees, and stenographers' fees of the complainin any court of law or equity, a reasonable sum shall be allowed And in case of foreclosure of this mortgage by said Mortgagee

shall then be paid to the Margagor. maining unpaid. The coopies of the proceeds of sale, if any, debtedness hereby spated; (4) all the said principal money remade; (3) all the accrued interest remaining unpaid on the inin the note secured hereby, from the time such advances are the mortgale with interest on such advances at the rate set forth advanced by the Mortgages, if any, for the purpose authorized in cost or seld abstract and examination of title; (2) all the moneys and ste lographers' fees, outlays for documentary evidence and ady rtising, sale, and conveyance, including attorneys', solicitors', such of any such decree: (1) All the costs of such suit or suits, gage and be paid out of the procesds of any sale made in pur-And there shall be lactuded in any decree foreclosing this mort-

or delivery of such release or satisfaction by Mortgages. benefits of all statutes or laws which require ine earlier execution satisfaction of this mortgage, and Mortgaget naceby walves the be null and vold and Mortgages will, with a thirty (30) days after written demand therefor by Mortgagor, excute a release or the covernants and agreements herein, then this conveyance shall aforesaid and shall abide by, compile and duly perform all If Mortgagor shall pay said notes; the time and in the manner

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

plural the singular, and the masculine gender shall include the Wherever used; the singular number shall include the plural, the ministrators, successors, and assigns of the parties hereto. and advantages shall inure, to the respective heirs, executors, ad-The coverants berein contained shall bind, and the benefits

> force shall pass to the purchaser or grantee. terest of the Mortgagor in and to any insurance policies then in ment of the indebtedness secured hereby, all right, title and inor other transfer of title to the mortgaged property in extinguishthe property damaged. In event of foreclosure of this mortgage the indebtedness hereby secured or to the restoration or repair of applied by the Mortgagee at its option either to the reduction of jointly, and the insurance proceeds, or any part thereof, may be the Mortgagee instead of to the Mortgagor and the Mortgagee authorized and directed to make payment for such loss directly to Mostgagos, and sech insurance company concerned is hereby Rober' who way make proof of loss if not made prompily by toss Mortgagor will give immediate notice by mail to the Mortfavor of and in form acceptable to the Mortgages. in event of the Mottgages and have attached thereto loss payable clauses in Mortgages and the policies and tenewals thereof shall be held by All insurance shall be carried in companies approved by the

indebtedness secured hereby, whether due or not. forthwith to the Mortgagee to be at a led by it on account of the assigned by the Mortgagor to the McReagee and shall be paid gage, and the Note secured hateby remaining unpaid, are hereby the extent of the full amount of indebtedness upon this Mortdamages, proceeds, and the consideration for such acquisition, to any power of eminent do nain, or acquired for a public use, the That if the premiect, or any part thereof, be condemned under

hereby immediately due and payable. holder of the note may, at its option, declare all sums secured conclusive proof of such ineligibility), the Mortgagee or the to the MINETY (90) days' time from the date of this mortgage, being decined Secretary of Housing and Urban Development dated subsequent Housing and Urban Development or authorized agent of the National Housing Act within WINETY (90) days from the department of any officer of the Department of diys from the date the note secured hereby not be eligible for insurance under the bus agagmon who bluode tadt seerge redrief regardroff ed l

without notice, become immediately due and payable. crued interest thereon, shall, at the election of the Mortgagee, whole of said principal sum remaining unpaid together with acof any other covenant or agreement herein stipulated, then the thirty (30) days after the due date thereof, or in case of a breach vided for herein and in the note secured hereby for a period of In the event of default in making any monthly payment pro-

collected may be applied toward the payment of the indebtedness, period of redemption, and such rents, issues, and profits when and, in case of sale and a deficiency, during the full statutory the said premises during the pendency of such foreclosure suit Mortgagee with power to collect the rents, issues, and profits of sion of the premises, or appoint a receiver for the benefit of the as a homestead, enter an order placing the Mortgagee in possesshall then be occupied by the owner of the equity of redemption, without regard to the value of said premises or whether the same an order to place Mortgages in possession of the premises, and time of such applications for appointment of a receiver, or for liable for the payment of the indebtedness secured hereby, at the regard to the solvency or insolvency of the person or persons gagor, or any party claiming under said Mortgagor, and without cither before or after sale, and without notice to the said Mortthe court in which such bill is filed may at any time thereafter, this mortgage, and upon the filing of any bill for that purpose, due, the Mortgagee shall have the right immediately to foreclose And in the event that the whole of said debt is declared to be

#### RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

'This rider attached to and made part of the Mortgage between
DEBORAH LEE CULP, DIVORCED AND NOT SINCE REMARRIED

MORTGAGOR, AND, JAMES F. MESSINGER & CO., INC.
MORTGAGEE, DATED FEBRUARY 6, 1988 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

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

- (a) 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 clapse 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) All paying is 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 Mortgagor to the following items in the order set forth:
  - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (II) interest on the note secured hereby; and (III) amortization of principal of the said note.

Any deficiency in the amount of ary such aggregate monthly payment shall, unless made good by the Mortagor 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 (44) 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 paymer's 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 (a) of the prededing 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 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 any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. 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 (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

Page 2, the penultimate paragraph is amended to add the following sentence:

> This option may not be exercised by the Mortgagee when 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.

Dated as of the date of the mortgage referred to herein.

Property of Coot County Clert's Office

# H8058991

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#### Subsequent Purchaser Rider

| This Subsequent Purchaser Rider is ma  | de this <u>6TH</u> day of        |
|--|----------------------------------|
| FEBRUARY , 19 88, and is inco          | rporated into and shall be       |
| deemed to amend and supplement the Mo  | rtgage, Deed of Trust, or        |
| Security Deed ("Mortgage") of even da  | te here with, given by the       |
| undersigned ("Mortgagor") to secure M  | ortgagor's ("note") of even      |
| date here with, toJAMES F. MESSING     | ER & CO., INC.                   |
| ("Mortgagee"), cove                    | ring the premises described in   |
| the Mortgage and located at4105 W      | EST CULLERTON, CHICAGO.          |
| ILLINOIS 60623                         |                                  |
|  |                                  |
| Not withstanding anything to the conti | rary set forth in the Mortgage,  |
| Mortgagor and Mortgagee hereby agree   | to the following:                |
| The Mortgagee shall, with the prior ap | proval of the Federal Housing    |
| Commissioner, or his designee, declare | e all nums secured by this       |
| Mortgage to be immediately due and pay | wahle if all or a part of the    |
| property is sold or otherwise transfer |                                  |
| descent or operation of law) by the Mo | ortgagor, pursuant to a contract |
| of sale executed not later than 24 mor |                                  |
| of the Mortgage or not later than 24 m |                                  |
| transfer of the property subject to th | 1/0                              |
| whose credit has not been approved in  |                                  |
| ments of the Commissioner.             | $\sqrt{\Lambda} \sim \Lambda$    |
|  | Mortgagor Initials               |
| COOR COUNTY RECORDE                    | Mortgagee Initials 954/KAN       |
|  |                                  |

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17.00

Property of Cook County Clerk's Office

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