

UNOFFICIAL COPY

58070655

State of Illinois

Mortgage

Loan # 900444-1

FHA Case No.:

131:5313857-703

This Indenture, Made this 15th day of February , 19 88 between

DOROTHY D. WHITE, Divorced Not Since Remarried , 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 Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of **Fifty-three thousand nine hundred fifty and NO/100 ----- Dollars (\$ 53,950.00)**

payable with interest at the rate of **Ten and one half**
per centum (10.50000 $\frac{1}{2}$) 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 ninety-three and 51/100 ----- Dollars (\$ 493.51)
on **April 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 **March**
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 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:

THE NORTH 6 FEET OF LOT 36, TOGETHER WITH ALL OF LOT 37 AND THE SOUTH 6 FEET OF
LOT 38 IN BLOCK 2 IN GREATER CALUMET, A SUBDIVISION OF THE NORTH 1/2 OF THE WEST
1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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.

Item # 25-32-101-043 *AIX*

Also known as 1271½ SOUTH JUSTINE STREET, CALUMET PARK
Together with and singular the tenement, hereditaments and appurtenances thereto 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 plumb-
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,
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.

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MAIL

RETURN TO: MIDWEST FUNDING CORPORATION
PREPARED BY: KIM LANGHANS

OWNERS GROVE, ILLINOIS 60515
1020 31ST STREET, SUITE 401

Page _____ of _____
A.D. 19_____
County, Illinois, on the _____ of _____
Filed for Record in the Recorder's Office at _____
o'clock p.m., and duly recorded in Book _____

Doc. No.

19

of _____
A.D. 19_____
County, Illinois, on the _____ of _____
Filed for Record in the Recorder's Office at _____
o'clock p.m., and duly recorded in Book _____

Notary Public
State of Illinois
County of Cook
Notary Public

Rebukaty A.D. 19 88

My Commission Expires 8/22/90
Notary Public, State of Illinois
Jوانا ربي
Official Seal

Given under my hand and Notarial Seal this

and Person whose name is _____, subject to the foregoing instrument, appeared before me this day in person and acknowledged that _____, sealed, delivered, and delivered the said instrument as free and voluntary act for the uses and purposes herein recited, including the release and waiver of the right of homestead.
DOROTHY D. WHITE, Divorced Not Since Reconciled Known to me to be the same
and a Notary public, in and for the County and State
I, THE UNDERSIGNED, DOROTHY D. WHITE, Divorced Not Since Reconciled Known to me to be the same
and Person whose name is _____, subject to the foregoing instrument, appeared before me this day in person and acknowledged that _____, sealed, delivered, and delivered the said instrument as free and voluntary act for the uses and purposes herein recited, including the release and waiver of the right of homestead.

State of Illinois
County of Cook
Cook County Recorder
DEPT-Q1
TIN#44 TRN 0578 02/18/88 10,19,88
M648 # ID *-88-070655
\$15.25

(SEAL) _____ (SEAL) _____

(SEAL) _____ (SEAL) _____

(SEAL) _____ (SEAL) _____

(SEAL) _____ (SEAL) _____

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

DOROTHY D. WHITE
X DOROTHY D. WHITE
88070655

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

SWa(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

Qwb(XX 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 apslied by the Mortgagee to the following items in the order set forth:

- I (IMX ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - II (IMX interest on the note secured hereby;
 - III (IMX amortization of the principal of the said note; and
 - IV (IMX 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 (4¹) 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 (d) 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 (d) 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 recited 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 (d) of the preceding paragraph which have not theretofore become obligated to pay to the Secretary of Housing and Urban Development when the same shall become due and payable, and the balance remaining in the funds accumulated under subsection (d) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note, but that amount so offset, notwithstanding that it has been made under subsection (d) 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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The coverings in different contained small blind, and the benches
and advantages shall built, and the benches
and accessories shall future, so the respective heirs,
municipalities, successors, and assigees of the parties
whatever used, the singular number shall include the plural,
plural the singular, and the musical gender shall include the
femaline.

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

If Mortgagor shall pay said note at the time and in the manner
agreed and shall abide by, comply with, and duly perform all
the covenants and agreements herein, in then this conveyance shall
be null and void and Mortgagor will, within thirty (30) days after
written demand therefor by Mortgagor, execute a release or
saturation of this mortgage, and Mortgagee hereby waives the
benefits of all statutes of limitations which require this action
or delivery of such release or satisfaction by Mortgagee.

In the note seen, read hereby, from the time such differences are
made; (2) until the a/crued interest remains unpaid on the in-
debtedness hereby recd; (4) until the principal money re-
maining unpaid until paid to the Masteragent.

And there shall be paid out in any decree for collection of this motor-
rangle and such decree of the proceeds of any sale made in pur-
suance of any such decree; (1) All the costs of such suit or suits,
advertisings, sale, and conveyance, including attorney's, solicitors',
and sangraphers' fees, attorney for documentation evidence and
such decree; (2) all the damages of the plaintiff in the rate set forth
in the motor-
rangle, with interest on such damages at the rate set forth
advances of the Master-angle, if any, for the purpose authorized in
cost, or a third abstract and examination of title; (2) all the monies
and sangraphers', fees, attorney for documentation evidence and

coats, taxes, insurance, and other items necessary for the project.

In the event of default in making any monthly payment pro- vided for hereinafter, in addition to 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 ac- cured interest thereon, shall, at the election of the Mortgagor,

Secretary of Housing and Urban Development dated subsequecny to the Staty days, time from the date of this mortgage to the Staty date of such negligiblity), the Motorstage being delivered to insure said note and this mortgage, being delivered to the holder of this note may, at its option, declare all sums secured hereby immediately due and payable.

The Administrator further agrees that it should duly mitigate and settle all claims and demands against him/her arising out of or in connection with the services rendered by him/her to the Department. The Administrator further agrees that it should duly mitigate and settle all claims and demands against him/her arising out of or in connection with the services rendered by him/her to the Department. The Administrator further agrees that it should duly mitigate and settle all claims and demands against him/her arising out of or in connection with the services rendered by him/her to the Department.

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LOAN# 900444-1

CASE# 131:5313857-703

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.

Dorothy D. White

Borrower DOROTHY D. WHITE

February 15, 1988

Date

Borrower

Date

Borrower

Date

Borrower

Date

State of Illinois

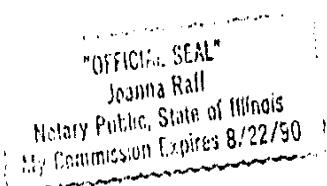
County of Cook

ss.

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DOROTHY D. WHITE, Divorced Not Since Remarried

personnally 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 Feb., 1988.



Joanna Rall
Notary Public

Commission Expires

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

88070655

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RECEIVED
COURT CLERK'S OFFICE
COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office

280-00022

555-00022