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874006

State of Illinois

Mortgage

FHA Case No.
131:5291485-703

This Indenture, made this 25TH day of MARCH , 19 88 , between
CHARLIE H. WHISBY, MARRIED TO FREEMON WHISBY

CAPITAL MORTGAGE FUNDING CORPORATION , Mortgagor, and

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 THIRTY FIVE THOUSAND NINE HUNDRED FIFTY AND NO/100 Dollars (\$ 35,950.00)

payable with interest at the rate of TEN AND ONE HALF per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 200 WEST ADAMS - SUITE 2901, CHICAGO, ILLINOIS 60606 , 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

THREE HUNDRED TWENTY EIGHT AND 85/100 Dollars (\$ 328.85) on the first day of MAY , 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 APRIL , 2018 .

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:

LOT 5 IN THE SUBDIVISION OF LOTS 69 AND 70 IN HINCKLEY'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

20-08-408-004 TP GNO

COMMONLY KNOWN AS: 5207 SOUTH RACINE
CHICAGO, ILLINOIS 60609

Together with all and singular the tenements, 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 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (l)) in accordance with the regulations for those programs.

Previous edition may be used
until supplies are exhausted

HUD-82116-M.1 (8-88 Edition)
24 CFR 203.17(a)

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HUD-92116M-1

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ATTN: DORA P. URDIALES

CAPITAL MORTGAGE
FOUNDING CORPORATION
200 WEST ADAMS - SUITE 2901
CHICAGO, ILLINOIS 60606

RECORD AND RETURN TO:

DORA P. URDIALES
CHICAGO, IL 60606
PREPARED BY:



at o'clock m., and duly recorded in Book of _____

day of _____

A.D. 19____ day of _____

County, Illinois, on the

Doc. No. My Commission Expires 7/8/91

Notary Public, State of Illinois

"OFFICIAL SEAL"
William L. Olson

Notary Public

Given under my hand and Notarial Seal this 25th day of March, A.D. 1999

I, CHARLIE H. WHISBY, a person whose name is subscribed to the foregoing instrument, appear before me this day in person and acknowledge that I do subscribe, seal, and deliver this sealed instrument as my act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Witness, personally known to me to be the same

and acknowledged, Do hereby certify that CHARLIE H. WHISBY, MARRIED TO FREEMON WHISBY

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.

CHARLIE H. WHISBY MARRIED TO
FREEMON WHISBY
(Seal)

CHARLIE H. WHISBY MARRIED TO
FREEMON WHISBY
(Seal)

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

EXCELSIOR CLOTHING CO. INC. 100 E. WOODSTOCK BLVD. CHICAGO, IL 60611
MANUFACTURERS OF EXCELLENT QUALITY CLOTHING FOR MEN AND WOMEN

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8 8 1 3 6 1 4 6

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 to 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.

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 improvement 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 he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. 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) 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) All payments mentioned in the preceding subsection 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) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note; and
- (iv) 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 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 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 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.

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 heretofore. 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 Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

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The Coverannts Herlein Contained shall be binding, and the beneficiaries and advantages shall incur, to the respective heirs, executors, administrators, and assigns of either, to the number specified in the singular, and the singular number shall include the plural, likewise wherever used, the singular number shall include the plural, the singular shall include the plural, and the masculine gender shall include the feminine.

It is **exactly** agreed that no extension of the time for pay-
ment of the debt hereby secured by the Mortgagor shall operate to release, in
any manner, the original liability of the Mortgagor.

If the Mortgagor 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 con-
veyance shall be null and void, and Mortgagor, hereby, demands that the title to the property herein described be reconveyed
to the grantor or his heirs, executors, administrators, or assignees
within thirty (30) days after written demand therefor by Mortgagor, execu-
tive of this satisfaction of such debt, and Mortgagor hereby
waives the benefits of all statutes or laws which require the
delivery of such certificate of title, and Mortgagor hereby
releases all the rights and interests of this Mortgagor in the
property described in the original mortgage, and Mortgagor
hereby agrees to execute such further instruments as may be
necessary to effect the conveyance of the property herein
described to the grantor or his heirs, executors, administrators,
or assignees.

And Theree Shall be Included in Every Decree Repealing This
Mortgagge and be Paid Out of the Proceeds of Every Sale Made in
Pursuance of Any Such Decree: ((1)) All the Costs of Such Suit or
Action, Advertizing, Sale, and Conveyance, Including Attorneys',
Solicitors', and Aerographers', Fees, Outlays for Documentation,
and Costs of Said Aerographer, and Aerographer's Fees, Outlays for Documentation
of the Same, Shall be Paid to the Plaintiff in the Proceeds
of the Sale, in Any, Shall Then be Paid to the Plaintiff.

And in Cases of Proceeding or Appeal of this Mortgage by Soldier.
Sagage in any Court of law or equity, a Crossable Mortgage shall be
allowed for the Soldier's fees, and Attorneys, 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, his costs and
expenses, and the reasonable fees and charges of the attorney
or solicitor of the Mortgagee, so made parties, for services in
such suit or proceeding, shall be a further item and charge upon
the said premises under this Mortgage, and all such expenses
shall become so much additional indebtedness accrued hereby
and be allowed in any decree foreclosing this mortgage.

Wherever the said Morabage shall be placed in possession of the above described premises under the order of a court in which an action is pending to repossess hims morabage or a subsequent mortgagee, the said Morabage, in his 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 Mortgagor; release the said premises to the Mortgagor or other upon such terms and conditions, either written 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 heretofore described; and employ other persons and expand their services among us as are reasonably necessary to carry out the provisions of this paragraph.

And in The Event that the whole of said debt is decimated to be
this notwithstanding, and upon the filing of any bill for the purpose, the
court in which such bill is filed may at any time thereafter, either
any party claiming under said Mortgagor, and without regard to
the solvency or insolvency of the person or persons liable for the
payment of the indebtedness accrued hereby, at the time of such
application for appointment of a receiver, or for an order to place
Mortgagage in possession of the premises and without regard to the
value of said premises or whether the same shall be then occupied
by the owner of the equity of redemption, as a homestead, enter
an order placing the Mortgagage in possession of the premises, or
applying to the receiver for the benefit of the Mortgagage with power to
collect the rents, issues, and profits of the said premises during the
period of such receivership until and, in case of sale and a delin-
quency, during the full statutory period of redemption, and such
rents, issues, and profits when collected may be applied toward the
payment of the indebtedness, costs, taxes, insurance, and other
items necessary for the protection and preservation of the property.

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 or agreement herein stipulated, then the whole
of said principal sum remaining unpaid together with accrued in-
terest thereon shall, at the election of the Mortgagor, without
notice, become immediately due and payable.

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FHA ASSUMPTION POLICY RIDER

874006

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 25TH day of MARCH, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to

CAPITAL MORTGAGE FUNDING CORPORATION

(the "Mortgagee") and covering the property described in the Instrument and located at:

5207 SOUTH RACINE, CHICAGO, ILLINOIS 60609

(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree as follows:

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by his mortgage to be immediately due and payable if all or 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 12 24 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

Charlie H. Whisby _____ (Seal)
CHARLIE H. WHISBY MARRIED Mortgagor
_____ (Seal) _____ (Seal)
Mortgagor Mortgagor
(Sign Original Only)

NOTE: If the property is not the principal or secondary residence of the Mortgagor, 24 months will be checked instead of 12 months.
(Space below this line for acknowledgement).

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（四）新規の規制と既存の規制との競合

同时，我们还必须在政治上和思想上对这些新事物进行教育，使他们能够正确地认识和理解。

$$e^{\frac{1}{2}(\log \rho_0 - \log \rho)} = \frac{1}{2}(\log \rho_0 - \log \rho) + \frac{1}{2}\log \rho_0$$

¹⁰ See, for example, the discussion of the relationship between the concept of "cultural capital" and the concept of "cultural value" in the introduction to the special issue of *Cultural Capital* (2003) edited by Michael Lambeth.

Figure 1. The relationship between the number of species and the area of forest cover in each state.

¹ See *Reich v. United States*, 365 U.S. 18, 24 (1959); *United States v. Ladd*, 365 U.S. 20, 24 (1959).

http://www.jstor.org/stable/10.1080/0022216X.2013.800007 DOI: 10.1080/0022216X.2013.800007

Y of
the following subjects, and the time required for each subject, is as follows:

¹⁰ See also the discussion of the relationship between the two in the section on "Theoretical Approaches."

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¹ See also the discussion of the relationship between the two concepts in the section on "The Concept of Social Capital."

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abst. = abstract; α , β , γ , δ = variables; \mathcal{A} , \mathcal{B} , \mathcal{C} , \mathcal{D} = sets; \mathcal{P} = power set; \mathcal{F} = family of sets; \mathcal{G} = group; \mathcal{H} = subgroup; \mathcal{I} = ideal; \mathcal{J} = filter; \mathcal{K} = field; \mathcal{L} = lattice; \mathcal{M} = measure space; \mathcal{N} = normed space; \mathcal{O} = ordered set; \mathcal{P} = poset; \mathcal{R} = relation; \mathcal{S} = semigroup; \mathcal{T} = topology; \mathcal{U} = universal set; \mathcal{V} = vector space; \mathcal{W} = weak topology; \mathcal{X} = set; \mathcal{Y} = set; \mathcal{Z} = set.

(1652)

中行子曰：「吾聞之，「君子不以言舉人，不以人舉言。」」

the city
imperialist
Party. Among its goals

$\alpha \in \mathcal{A}_1$

Table 1 shows the results of the model for different values of α and β , and different values of γ .

Dr. J. G. E. 1896
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