

UNOFFICIAL COPY

88203111

State of Illinois

Mortgage

FHA Case No. []

This Indenture, Made this [] day of [] 19[] between

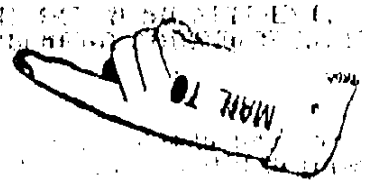
a corporation organized and existing under the laws of [] Mortgagee.

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 [] Dollars (\$ [])

payable with interest at the rate of [] per centum [] per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in [] 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 [] Dollars (\$ [])

on [] 19[] 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 [] 20[]

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 [] and the State of Illinois, to wit:



to have and to hold the above-described premises, with the appurtenances and fixtures thereunto belonging, 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

[] a/k/a 913 W. VanBuren Chicago, IL 60607

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.



88203111

19 MARK

UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE
111302-88-111

Page 1 of 1

Property of Cook County Clerk's Office

Doc. No. _____
Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____ A.D. 19 _____
m., and duly recorded in Book _____ of _____ page _____ at _____ o'clock

Given under my hand and Notarial Seal this _____ day of _____ A.D. 19 _____
I, Mark A. Hammer, Notary Public
a notary public, in and for the county and State of Illinois, do hereby certify that Mark A. Hammer, a bachelor, and _____, a _____, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

State of Illinois
County of _____
111302-88-111

[SEAL]

[SEAL]

[SEAL]

[SEAL]

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

88203111

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 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) 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:

(I) 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 annual 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) or 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 applied 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;

(II) 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 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 the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions 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 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 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 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 herebefore.

88203111

88203111

costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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 Mortgagor 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 hereinafter described; and employ other persons and expend 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 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 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 as much additional mortgages 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 such suit or suits, judgments, sales, and conveyances, including attorneys' fees, solicitors' and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title, (2) all the monies advanced by the Mortgagee, from the time such advances are made, to all the unpaid interest remaining on the said mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made, to all the unpaid interest secured by this mortgage, (3) all the unpaid money to which the Mortgagee is entitled by virtue of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagee shall pay said note at the time and in the manner provided in the covenants hereon, then this mortgage shall be null and void and Mortgagee will, within thirty days after the written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the further execution or delivery of such release or satisfaction by Mortgagee.

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, the original liability of the Mortgagor in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective parties, executors, administrators, successors, and assigns of the parties hereto. However used, the general number shall include the plural, the part of the singular, and the masculine gender shall include the feminine.

Mortgagee shall be given in companies approved by the Mortgagee and the police 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 Mortgagor, 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 to such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee.

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, a extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor 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 amount of the full amount of indebtedness upon this Mortgage, and the amount secured hereby, remaining unpaid, are hereby assigned by the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagee further agrees that should this mortgage and interest thereon be within NINETEEN (90) days from the date of the written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Department of Housing and Urban Development dated subsequent to the date of this mortgage, being deemed to have said note and this mortgage, being deemed to be in default, the Mortgagee shall, at its option, declare all sums secured by this mortgage due and payable.

In the event of default in making any monthly payment provided herein and in the note secured hereby for a period of thirty days after the due date hereof, or in case of a breach of any other covenant or agreement herein stipulated, then the Mortgagee shall have the right immediately to foreclose the mortgage and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, order the parties claiming under said Mortgagee, and without notice to any party claiming under said Mortgagee, and without any order of court, to appoint a receiver for the premises, and to cause the same to be occupied by the owner of the premises, and to cause the same to be sold, and to cause the proceeds of the sale to be applied toward the payment of the indebtedness.

And in the event that the whole of said debt is declared to be without notice, becoming immediately due and payable.

UNOFFICIAL COPY

818561-5

131:5390353-731

CMC LOAN NUMBER

FHA CASE NUMBER

FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 4TH day of
MAY 19 88, and is incorporated into and shall
 be deemed to amend and supplement the Security Instrument of the
 same date given by the undersigned (the "Borrower") to secure
 Borrower's Note to: CENTRUST MORTGAGE CORPORATION
 (the "Lender")

ADDITIONAL COVENANTS. "The mortgagor further
 covenants that he will pay his share of the common expenses or
 assessments and charges by the Association of Owners as provided
 in the instruments establishing the condominium."

IN THE EVENT of any inconsistency between this Rider
 and the Security Instrument or the Note, the provisions of this
 Rider shall govern.

Jeffrey C. Green (Seal)
 JEFFREY C. GREEN

Ann M. Ferrer (Seal)
 ANN M. FERRER

(Seal)

Signed, sealed and delivered
 in the presence of:

Mark C. Hammond

NOTARY PUBLIC

My commission expires:

6 27 96

(Seal)

FHA CONDOMINIUM RIDER
 1/28/88
 CMC

88203111

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88203111

UNOFFICIAL COPY

... the interest rate shall be adjusted ... the percentage point ... the 5 1/2 % ...

If the new interest rate is less than the Existing Interest Rate ... the new interest rate shall be equal to one percentage point above the Existing Interest Rate (subject to the 5 1/2 % ...)

... the Adjusted Rate ... shall not be more than ... the Existing Interest Rate ... shall be limited to 1/2 ...

... the function specified under Subparagraph ... the Adjusted Rate ... shall be the Existing Interest Rate ...

... the Adjusted Rate ... shall be carried over ... the Existing Interest Rate ...

... Mortgagee will be required to ... the Department of Housing and Urban ... Mortgagee ...

... changes in the change rate, Mortgagee ... principal and interest ... the unpaid principal balance ... prepayments ... interest ...

... the Adjusted Rate ... Mortgagee ... the Department of Housing and Urban ...

Property of Cook County Clerk's Office

88203111

UNOFFICIAL COPY

[Faint, illegible text, likely bleed-through from the reverse side of the page]

Property of Cook County Clerk's Office

[Handwritten signature]
John M. Janner

88203111

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mail To:

*Centrust Mortgage Corp
350 S.W. 12th Ave.
Deerfield Beach, FL 33442*