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State of Illinois

2637426

Mortgage

FHA Case No.

131:5405549

This Indenture, dated the **THIRD** day of **JUNE**, **1988** between
RICHARD P. HOFFMANN & BARBARA J. HOFFMANN
HUSBAND AND WIFE AS JOINT TENANTS **

JUNE 19 1988

Mortgagors and

COUNTRYWIDE FUNDING CORPORATION
THE STATE OF NEW YORK

Mortgeree

and the State of New York, under the laws of

Witnesseth: That the said Mortgagor is duly indebted to the Mortgeree as is evidenced by a certain promissory note bearing even date with this instrument.

SIXTY SIX THOUSAND SIXTEEN & 00/100

Dollars \$

66,016.00**TEN**

Interest at **12.50%** per annum on the unpaid balance, unpaid and made payable to the order of the Mortgagor at its office at **155 NORTH LAKE AVE., PASADENA, CA 91109-7137**

The principal sum is designated as writing and devoted the said principal and interest being payable in monthly installments of

FIVE HUNDRED SEVENTY NINE & 34/100

Dollars \$

579.34**JULY****1988**

and thereafter on the first day of each and every month thereafter until the note is paid in full. The total amount of principal and interest, if not sooner paid, shall be due and payable on the first day of **JUNE**, **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 all covenants and agreements contained herein by these presents **Mortgage and Warrant** unto the Mortgeree, its successors or assigns, the above described Real Estate situated, lying and being in the county of **COOK**

LOTS 27 AND 28 IN BLOCK 3 IN TREMBLY'S RICHTON PARK ESTATES, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

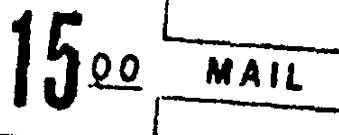
P.T.N. 31-34-434-022 & 31-34-404-023

-88-252963

****ADDITIONAL GRANTORS ("BORROWERS") IF ANY: NONE**

Together with all the fixtures, improvements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof, and all rights and franchises of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and heating systems which 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 Mortgagors in and to said premises.

This instrument is subject to the restrictions set forth in the family programs of the National Housing Act which require that the property be sold at no less than 90% of fair market value. It is further agreed that the property will be sold in accordance with the regulations for these programs.



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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 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, nor to suffer any hen or 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 money 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 theretofore 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 heretobefore. 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 **Covenants** (hereinafter referred to as the "Covenants") shall bind, and the beneficiaries and devisees shall inherit, to the representative heirs, executors, administrators, successors, and assigns of the parties hereto.

Wherever used, the singular number shall include the plural, the plural shall be singular, and the masculine gender shall include the feminine.

It is Excessively Agreed that no extension of the time for payment of the debt hereby caused by the Mortgagor shall operate to any disadvantage in interest of the Mortgagor than the Mortgagor may suffer in consequence of the original liability of the Mortgagor.

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If the Mortagator shall pay said note at the time and in the manner aforesaid and shall also by, completely within and duly perform all the covenants and agreements herein, then this con-
tract shall be null and void and all Mortgagor's liability
hereunder shall be discharged and he relieved from all
manner of responsibility.

And there shall be deducted in any decree terminating this
mortgage and be paid out of the proceeds of any sale made in
purseance of any such debt or decree [1] All the costs of such suit or
action, advertising, sale, and conveyance, including attorney's
fees, and expenses, and incidental expenses for documentation,
and recorder's fees, and recorders' fees, and expenses for recording.

A. In Case of Forceclosure of Lms Mortgagd by said Note

allowd for the solictors fees, and reasonable expenses 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 Mortgagor shall be
made a party, there to b reasonablc fees and charges of the attorney
and expenses, and the reasonable fees and charges of the attorney
of solicitors of the Mortgagor, so made parties, for services in
such suit or proceeding, as the Mortgagor shall be liable to pay
the said parties, under this mortgagc, and all such expenses
shall become so much additional indebtedness accrued herefes
the said parties under this mortgagc, and all such expenses
such suit or proceeding, shall be a further lien and charge upon
the said premises under this mortgagc, and all such expenses
and be allowed in any decree forceclosing this mortgagc

Wherever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which the action is pending to foreclose this mortgage or a subsequent and previous in part or in its discretion, may keep the mortgagor, the said Mortgagee, in his possession until the action is decided or settled and pay for and disseminate in such amounts as shall have been received by the Mortgagor upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court collector and receive the rents, issues, and profits for the use of the premises heretofore described, and employ other persons and expend well such amounts as are reasonably necessary to carry out the provisions of this paragraph.

In the first period of growth and in the second period of growth, the same mechanism does not prevail.

This is the process by which part of the population can be contaminated under the power of contamination or infection of a pathogen. Infection can spread from one person to another through direct contact or through indirect contact with contaminated objects. Infection can also occur through the air, water, food, or other means.

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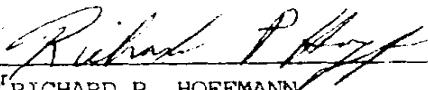
MORTGAGE RIDER

LOAN ASSUMPTIONS EXECUTED LESS THAN 12 MONTHS OF DATE OF MORTGAGE

This Rider is a part of and incorporated into the Mortgage dated the 3RD day of JUNE,
19 88 made and entered into by RICHARD P. HOFFMANN AND
BARBARA J. HOFFMANN, HUSBAND AND WIFE AS JOINT TENANTS, Mortgagor, and
COUNTRYWIDE FUNDING CORPORATION Mortgagee.

The Mortgage is amended to add the following:

The mortgagor 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 12 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.


Borrower RICHARD P. HOFFMANN


Borrower BARBARA J. HOFFMANN

State of Illinois

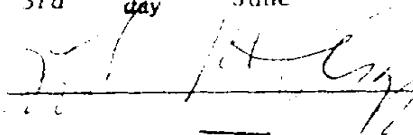
County of Will

I, Linda M. Perazzolo
aforesaid, Do Hereby Certify That
and Barbara J. Hoffmann
person whose name is are
me this day in person and acknowledged that
the said instrument as their
set forth.

Given under my hand and Notarial Seal this

Richard P. Hoffmann
, his wife, personally known to me to be the same
subscribed to the foregoing instrument, appeared before
they signed, sealed, and delivered
free and voluntary act for the uses and purposes therein
set forth.

3rd day June , A.D. 19 88


Notary Public

My Commission expires: 2-20-89

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

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