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8 8 2 9 1 0 9 /
Loan # 900921-8

State of Illinois

Mortgage

FHA Case No.
131: 5417061 703B

This Indenture, made this 10th day of June, 1988, between
VICTOR GOMEZ, DENISE GOMEZ, His Wife and CRUZ GOMEZ, A Bachelor

MIDWEST FUNDING CORPORATION

, Mortgagor, and
88291097

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 Seventy-seven thousand eight hundred fifty and NO/100 --- Dollars (\$ 77,850.00)

payable with interest at the rate of Ten

per centum (10.0000) 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 Six hundred eighty-three and 19/100 Dollars (\$ 683.19)

on the first day of August 01, 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 July 20 18

-88-291097

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 63 IN FREDERICK H. BARTLETT'S LA GRANGE ROAD GARDEN FARMS, BEING A SUBDIVISION OF PART OF THE NORTH 3/6 OF THE WEST 5/8 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 3, 1939 AS DOCUMENT 12,376,999 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 # 12-33-122-003-0000

DEPT-01

\$15.00

Also known as 10251 WEST DICKENS AVENUE, LEYDEN TOWNSHIP #1444 TRAN 0454 07/01/88 11:05:00

#0789 # D 4-381-291097

COOK COUNTY RECORDER

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all appurtenances 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

Page 1 of 4

HUD-92118-M.1 (B-86 Edition)
24 CFR 203.17(a)**15.00**

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PREPARED BY: ALAN BERNAT
RETURN TO: MIDWEST FUND

MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401
DOWNTOWN GROVE, ILLINOIS 6051

PREPARED BY: ALAN BERNAT

Box 164

MAIL TO

PROPERTY OF CO. 164

Housing Court Acquisitions
Court of Common Pleas
N.J.

June 19 A.D. 1982

day of
A.D. 19

County, Illinois, on the day of A.D. 19

Doc. No. _____, Filed for Record in the Recorder's Office of _____

Given under my hand and Notarized Seal this
10th day of June, A.D. 1988

free and voluntary act for the less and further declare in so forth, including the recitals and waiver of the right of homestead.

signed, sealed, and delivered the said instrument as **THEIR**

person and acknowledged that **THEY**

subscribed to the foregoing instrument, appraised before me this day in

person whose name **SARME**

and **DENISE GOMEZ**, HIS WIFE AND CRUZ GOMEZ, A BACHELOR, his wife, personally known to me to be the same

afforementioned, Do hereby certify that **VICTOR GOMEZ**

a notary public, in and for the county and State

THE UNDERSIGNED

State of Illinois

CRUZ GOMEZ

VICTOR GOMEZ DENISE GOMEZ

(sec) *Answers* (sec) *Answers*

Witnesses like himself and seal of the Notary public, the day and year first written.

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

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of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of 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 in 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 damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within **Sixty** days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the **sixty** days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, 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 National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided 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 interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or 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 secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee 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 Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, 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.

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 hereinabove described; and employ other persons and expend itself 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 fees 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 so much additional indebtedness 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 any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances were made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to 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 conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier 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 of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenants Herin Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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That He Will Keep the improvements now existing or hereafter received on the mortgaged property, insured as may be required from time to time by the Mortgagor to secure against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay promptly, when due, any premiums on such insurance held by the Mortgagor.

And as Additional Security for the payment of all the indebtedness
processed at the Mortgagor does hereby assent to the Mortgagor's
rents, issues, and profits now due or which may hereafter
occur due for the use of the premises hereinabove described.

the amounts of premium then remaining unpaid under said note.
Under subsection (a) of the preceding paragraph, if there shall be a deficiency under the provisions of subsection (a) of the preceding paragraph, if there shall be a deficiency under the provisions of the preceding paragraph, the balance remaining unpaid under the amounts of premium then remaining unpaid under said note.

preceding paragraph shall not be sufficient to pay profound rents, unless, and as assessments, or insurancce premiums, as the case may be, when the same shall become due and payable, when the Mortgagor shall pay to the Mortgaggee any amount necessary to make up the deficiency, or before the date when payment of such ground rent, taxes, assessments, or insurance premiums shall be due, if at any time, the Mortgagor shall tender to the Mortgaggee, in accordance with the terms and conditions of the note secured hereby, full payment in full discharge of the entire indebtedness, represented hereby, the Mortgaggee shall, in default, receive credit to the ac-

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments made by the Mortgagor under subsection (a) of the
 such payments actually made by the Mortgagor, if such excess, and assessments, or insurance premium, as the case may be
 shall be credited on subsequent payments to be made by the Mortgagor,
 unless, or required to the Mortgagor, if however, the monthly
 advances, and assessments, or insurance premium, as the case may be
 of the preceding paragraph shall exceed the amount of the payments made by the Mortgagor under subsection (a) of the

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 Mortgage may collect a "late charge" under this mortgage. The Mortgage may demand payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(iv) late charges.

(iii) interest on the note secured hereby;

hazardous insurance premiums, if any, taxes, special assessments, fire, and other

outfit: *the outfit* is a name given to a group of people who have joined together to go on a trip.

(c) The following paragraph shall be added immediately preceding the paragraph defining "public records":

pecial access mechanisms

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 foregoing paragraph and all payments to be made under the note secured (b) All payments mentioned in the preceding subscription of this paragraph and all payments to be made under the note secured hereby shall be paid to the Mortgagor each month in single payment to the Mortgagor each month in the following items in like manner as follows:

estimated by the Mortgagor) 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 due in full, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and

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

(i) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due on the mortgagee's property, plus and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property all as

And the said Major/High Sheriff further covenants and agrees as follows:
That he will promptly pay the principal of and interest on the
independencies evidenced by the said note, at the times and in the
manner herein provided. Privilege is reserved to pay the debt in
whole or in part on any installment due date.

It is expressly provided, however (all other provisions of this instrument 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 instrument, or to pay, discharge, or remove any tax, assessment, or tax lien so long as it is in default under the terms of this instrument.

premiums in good repair, the Mortgagor 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 may deduct the same from the sum or sums received by the Mortgagor upon the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

In case of the refusal or neglect of the Minister to make such payments, or to satisfy any prior lien or encumbrance, the other than that for taxes or assessments on said premises, or to keep said

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 situated, upon the property, (2) a sum sufficient to cover all buildings that may at any time be on said premises, during the continuance of said note; except that if the debtors, or debtors and their heirs, shall have sold or otherwise disposed of the property, or any part thereof, the amount so received, or the amount so received less the amount of taxes and assessments on the property, or any part thereof, shall be applied to the payment of the principal and interest on the note, and the balance, if any, shall be paid to the holder of the note.

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 loss of mechanics men or material men to which so said premises, to say to the Alcorraca, as

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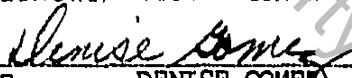
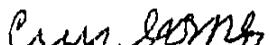
8 8 2 9 1 0 90921-8
LOAN#

CASE# 131: 5417061 703B

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

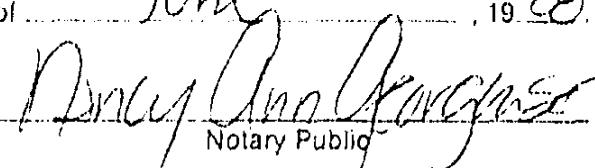
The mortgage shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed no 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. [if the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months."]

	June 10, 1988
Borrower VICTOR GOMEZ	Date
	June 10, 1988
Borrower DENISE GOMEZ	Date
	June 10, 1988
Borrower CRUZ GOMEZ	Date
Borrower _____	Date
.....

State of IL ss.
County of Cook

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that VICTOR GOMEZ, DENISE GOMEZ, His Wife and CRUZ GOMEZ, A Bachelor personally 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 ... He ... signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of June, 1988.


Notary Public

Commission Expires 11/15/88

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

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Property of Cook County Clerk's Office

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