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VAMP LOAN NO: 190056-2

88314705 4705

State of Illinois

Mortgage

FHA Case No:
131:5392843-703

This Indenture, made this EIGHTH day of JULY, 1988, between

FRANK E. SINKULER AND VICTORIA M. SINKULER, HIS WIFE
VALLEY NATIONAL MORTGAGE COMPANY AN ARIZONA CORPORATION

a corporation organized and existing under the laws of THE STATE OF ARIZONA, Mortgagor, and

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

FORTY NINE THOUSAND TWO HUNDRED FIFTY THREE AND 00/100***** Dollars (\$49,253.00*****), payable with interest at the rate of TEN AND ONE HALF

per centum (10.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in PHOENIX, ARIZONA, 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 FIFTY AND 54/100***** Dollars (\$450.54*****), on the first day of SEPTEMBER, 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 AUGUST, 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:

-88-314705

LOT 2 IN BLOCK 58 IN VILLAGE OF PARK FOREST AREA NUMBER 4, BEING A SUBDIVISION OF THE EAST 1/2 OF SECTION 35 AND THE WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1951 AS DOCUMENT 15107640 IN COOK COUNTY, ILLINOIS.

P.I.N. 31-36-107-002

PROPERTY ADDRESS: 255 SAUK TRAIL
PARK FOREST, ILLINOIS 60466DEPT-01 \$15.25
T#4444 TRAN 0951 07/18/88 11:49:00
#5913 # D *-88-314705
COOK COUNTY RECORDER

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.

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

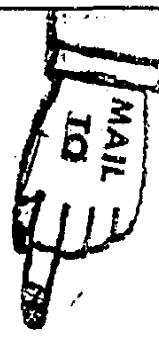
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HUD-92116-M.1 (9-88 Edition)
24 CFR 203.17(a)

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HUD-92116M-1

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OAK FOREST, ILLINOIS 60452

VILLAGE NATIONAL MORTGAGE COMPANY
1500 SOUTH CICERO AVENUE

RECORDED BY AND AFTER
RECORDING RETURN TO:

at o'clock m., and duly recorded in Book of Page _____
County, Illinois, on the day of A.D. 19

Filed for Record in the Recorder's Office of

Doc. No.

Notary-Public

A.D. 19 88

My Commission Expires: 2-20-89

Given under my hand and Notarial Seal this 5th

free and voluntary act for the uses and purposes; wherein set forth, including the recite and writer of this gift of homestead,
person and acknowledged that they signed, sealed, and delivered the said instrument as the letter

person whose name is are
subscribed to the foregoing instrument, appeared before me this day in
and Victoria M. Petazzolo, his wife, personally known to me to be the same
attested, Do hereby certify that Frank E. Stankuler

I, Victoria M. Petazzolo, a notary public, in and for the County and State

County of Will

State of Illinois

[Seal]

[Seal]

VICTORIA M. STANKULER

FRANK E. STANKULER

[Seal]

LULU ANN M. STANKULER

[Seal]

Witness the hand and seal of the Mortgagee the day and year first written.

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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; 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 hereinbefore. 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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Whichever used, the singular number shall include the plural, the singular the singular, and the masculine gender shall include the feminine.

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

If the Mortgagor shall fail to satisfy at the time and in the manner aforesaid and shall also fail to pay all debts and charges due by him to the Creditor, the Creditor may sue for the recovery of the sum or sums so due and may apply to the Court for an order for sale of the property mortgaged and for such other relief as the Court may award.

And There Shall be included in any decree for correcting 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 attorney's fees, collection, and cost of said asbestos and examination of title; (2) all the monies advanced by the Mortgagee, if any, for the pur- pose, authorized in the mortgage with interest on such advances at one 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 mortgage remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagee.

And in case of foreclosure of this mortgage by said Mortgagor in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and also for all outlays for complainants in such proceeding, and also for all outlays for documentation 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 thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or solicitors, and the reasonable fees and charges of the attorney or solicitors of the Mortgagor, so made payable to the attorney or solicitors of the Mortgagor, shall be paid by the Mortgagor, and the reasonableness of the fees and charges of the attorney or solicitors of the Mortgagor shall be determined by the court of law or equity.

Wherever the said Mortagagee shall be placed in possession of the above described premises under an order of a court in which mortagage is pending to foreclose this mortgage or a subsequent action is taken, the said Mortagagee, 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 Mortagagee; 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 expand itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

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.

What it the purpose of 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 Mortagor to the Mortgagee and shall be paid notwithstanding
the Mortgagee to be paid by it on account of the indebtedness
secured hereby, whether due or not.

Execution of paper or the property amalgamated, in event of forfeiture.
closure of this mortgagee or other transfer of title to the mortgagor.
property in exchange of the indebtedness secured hereby, all
right, title and interest of the Mortgagor in and to any insurance
policy, then in force shall pass to the purchaser or grantee.

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3 8 3 1 4 7 0 5
VNMC LOAN NO: 190056-2

FHA ASSUMPTION POLICY RIDER

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 8TH day of JULY , 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

VALLEY NATIONAL MORTGAGE COMPANY AN ARIZONA CORPORATION

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

255 SAUK TRAIL, PARK FOREST, ILLINOIS 60466

(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 this 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.

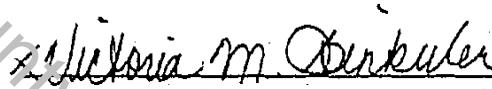
IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.



FRANK E. SINKULER

(Seal)

Mortgagor



(Seal)

VICTORIA M. SINKULER

Mortgagor

(Seal)

Mortgagor

(Seal)

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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Property of Cook County Clerk's Office