



This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

MORTGAGE

FHA#131-5472521

11/14/17 @ 11:28 AM
Kushnark

THIS MORTGAGE, made the 18th day of JULY, A.D. 1988, between DAVID A. MOLK AND KATHY MOLK, HUSBAND AND WIFE of the County of [redacted] and State of ILLINOIS

STABILITY, INC. a corporation organized and existing under the laws of the STATE OF INDIANA (hereinafter with its successors and assigns called the mortgagee); 88334317

WITNESSETH: That whereas the mortgagor is justly indebted to the mortgagee for money borrowed in the principal sum of SEVENTY NINE THOUSAND NINETY FIVE AND 00/100 Dollars (\$ 79,095.00),

as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of TEN AND ONE HALF per centum (10.50 %) per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of

STABILITY, INC. in MERRILLVILLE, INDIANA or at such other place as the holder may designate in writing, in monthly installments of SEVEN HUNDRED TWENTY THREE AND 52/100 Dollars (\$ 723.52), commencing on the first day of SEPTEMBER, 1988, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced thereby, if not sooner paid, shall be due and payable on the first day of AUGUST, 2018

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the mortgagor, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note, above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the mortgagee, all the following described lands and premises, situated and being in the TOWN of WORTH in the County of COOK and State of ILLINOIS, to wit:

LOT 12 IN BLOCK 3 IN BEVERLY FIELDS, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13; EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 24-19-211-012

11158 S. Normandy, Worth, IL including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures, and equipment now or hereafter attached to or used in connection with said premises,

AND THE MORTGAGOR FURTHER COVENANTS AS FOLLOWS:

- 1. That he will pay the indebtedness as provided in said note and this mortgage; and that he is the owner of said premises in fee simple. Privilege is reserved to pay the debt in whole or in part, on any installment due date.
2. That, in order to more fully protect the security of this Mortgage, he will pay to the mortgagee, together with and in addition to, the monthly payments under the terms of the Note secured hereby, 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, said sums to be held 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, taxes, special assessments, fire and other hazard insurance premium;
(II) Interest on the Note secured hereby; and
(III) Amortization of the principal of said Note.

Any deficiency in the amount of 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 Deed. In the event that any payment shall become overdue for a period in excess of 15 days, the mortgagor agrees to pay a late charge of four cents (4c) not to exceed four cents for each dollar so overdue, for the purpose of defraying the expense incident to handling the delinquent payments.

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3. That if the total of the payments made by the mortgagee under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the mortgagee for ground rents, taxes or assessments for insurance premiums, as the case may be, such excess, if the loan is current, at the option of the mortgagee, shall be credited on subsequent payments to be made by the mortgagee, or returned to the mortgagee. If, however, the monthly payments made by the mortgagee under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments and insurance premiums, as the case may be, when the same shall become due and payable, then the mortgagee shall pay to the mortgagee an amount necessary to make up the deficiency on or before the date when the payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the mortgagee shall tender to the mortgagee 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 mortgagee any balance remaining in the funds accumulated under the provisions (a) of paragraph 2 hereof. 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 than in 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 (a) of paragraph 2 preceding as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, for which provision has not been made herebefore, and in default thereof the mortgagee may pay the same; and that he will promptly deliver the official receipts herefor to the said mortgagee.

5. That he will take reasonable care of the mortgaged premises, and the buildings thereon, and will maintain the same in as good repair, and condition as at the original date of this mortgage, ordinary depreciation excepted, and that he will commit or permit no waste, and do no act which would unduly impair or depreciate the value of the property as security.

6. 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 premium on such insurance and for payment of which provision has not been made herebefore. All insurance shall be carried in companies approved by mortgagee and the policies and the policies thereon shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss if not made promptly by mortgagee, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to mortgagee instead of to mortgagee and mortgagee jointly, and the insurance proceeds, if any, shall be applied by 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 mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That in case proceedings to foreclose this mortgage are instituted, any sums necessarily accrued for the continuation hereof, shall become a part of the debt secured by this mortgage and shall be collectible as such.

8. That if default be made in the payment of any of the installments provided for in paragraph 2 hereof for taxes, assessments, fire and other hazard insurance, or in the event of the failure of the mortgagee to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, said mortgagee may pay such taxes, assessments, and hazard insurance, make such repairs, as in its discretion it may deem necessary, promptly, with interest at the rate set forth in the note secured hereby until paid.

9. That should the proceeds of the loan made by the mortgagee to the mortgagee, the repayment which is hereby secured, or any part thereof, or any amount paid out or advanced by the mortgagee, or as a direct or indirect payment to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon said premises, or any part thereof, the mortgagee shall be substituted in any additional security held by the holder of such lien or encumbrance, or in the performance of any other covenant in this mortgage or in the note secured hereby, when the same is payable or the time of performance has arrived, as above provided, then all the remainder of the aforesaid principal sums with all arrangements of interest, and sums payable pursuant to the provisions hereof, shall, at the option of said mortgagee, become immediately payable.

10. That should any default be made in the payment of the installments provided for in paragraph 2 hereof, or in the performance of any other covenant in this mortgage or in the note secured hereby, when the same is payable or the time of performance has arrived, as above provided, then all the remainder of the aforesaid principal sums with all arrangements of interest, and sums payable pursuant to the provisions hereof, shall, at the option of said mortgagee, become immediately payable.

11. That should proceedings to foreclose this mortgage be instituted, the mortgagee may apply for the appointment of a receiver (and the mortgagee hereby consents to the appointment of a receiver if there has been any default in the performance of any of the conditions of this mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental, accrued or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let or lease said premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the mortgagee, pending the final decree in said proceedings, and during any period allowed by law for the redemption from any sale ordered in said cause, and said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure the conditions of this mortgage the mortgagee is also expressly given the right to take possession of and hold the mortgaged premises with or without process of law and collect the rents and profits therefrom, applying the same to the charges and payments due under the conditions of the mortgage so long as a default shall continue; and such taking possession shall in no way waive the right of the mortgagee to foreclose this mortgage because of a default.

12. That is 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 mortgagee to the mortgagee and shall be paid forthwith to the mortgagee and no forbearance on the part of the mortgagee or its assigns and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagee herein either in whole or in part.

13. No sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee or its assigns and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagee herein either in whole or in part.

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14. That any person firm or corporation taking a junior mortgage, or other lien upon said real estate, shall take the said lien subject to the rights of the mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.

15. That in the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the mortgagee will be entitled to a deficiency judgement.

16. The mortgagor further agrees, that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within 90 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 90 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. 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 mortgage insurance premium to the Department of Housing and Urban Development.

It is specifically agreed that time is of the essence of this contract and that the waiver of any options, or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. Notice of the exercise of any option granted to the mortgagee herein, or in the note secured hereby, is not required to be given. All sums payable herein shall be without relief from valuation and appraisal laws and with reasonable attorney's fees.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

17. 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 not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, The said mortgagor has hereunto set their hand and seal

this 18th day of July, 1988.

David A. Molk

David A. Molk

Kathy Molk

The form of this instrument was prepared by the Office of the General Counsel of the Department of Housing and Urban Development, and the material in the blank spaces in the form was inserted by or under the direction of Robert D. Pesavento, Vice President, Stability, Inc.

STATE OF ~~INDIANA~~, ILLINOIS

COUNTY OF Cook

Before me, the undersigned, Illinois County of the State of Illinois, on this 18th day of July, 1988, personally appeared David A. Molk & Kathy Molk, his wife

and acknowledged the execution of the foregoing mortgage.

Witness my hand and official seal the day and year above written.

OFFICIAL SEAL Laura Griffin Notary Public, State of Illinois My Commission Expires 12/1/90

Laura Griffin (Official title)

My commission expires

Received for record this cord at pages day of the records of 19 at O'clock M., and recorded in Mortgage Re-County, Illinois

Recorder of County, Illinois

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Faint, mostly illegible text, likely a legal document or court record, possibly containing names and dates.

Property of Cook County Clerk's Office

88-231317

DEPT-01
#1444 TRAN 1163 07/27/88 15:19:00
#0197 # D * 88-234317
COOK COUNTY RECORDER

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NOTARY PUBLIC STATE OF ILLINOIS
LAWSON G. GILLESPIE
OFFICIAL SEAL
My Commission Expires 12/31/93