

## UNOFFICIAL COPY

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State of Illinois

## Mortgage

FHA Case No.  
131:5422691-703

This Indenture, made this 21ST day of JULY , 19<sup>88</sup>, between

CENTRUST MORTGAGE CORPORATION

a corporation organized and existing under the laws of

CALIFORNIA

-03-348669

, 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 NINETY THREE THOUSAND FOUR HUNDRED TWENTY AND NO/100

Dollars (\$ 93,420.00 )

payable with interest at the rate of ELEVEN

per centum ( <sup>11 000</sup> %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in  
350 S.W. 12TH. AVE., DEERFIELD BEACH, FL 33442 , 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  
EIGHT HUNDRED EIGHTY NINE AND 66/100

Dollars (\$ 889.66 )

on the first day of SEPTEMBER , 19 88 , 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 , 20 18 .

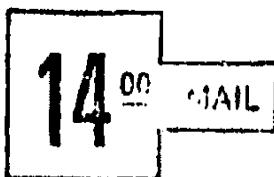
Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance  
of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns,  
the following described Real Estate situate, lying, and being in the county of COOK

LOT 11 IN BLOCK 20 IN DUNLUST SUBDIVISION UNIT 4, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP  
42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1956, AS DOCUMENT NUMBER 16529719, IN COOK COUNTY, ILLINOIS.  
PIN: 03-10-104-002

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 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 of execution of this  
mortgage or not later than 12 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.

959 NORTH NORMAN AVE.  
WHEELING, IL. 60090

# 03-10-104-002



DEPT-01 \$14.25  
T#4444 TRAN 1339 08/03/88 15:59:00  
#3360 # D \*-88-348669  
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.

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DEERFIELD BEACH, FL 33442  
350 S.W. 12TH. AVE.

### **Record and return to:**

This instrument was prepared by: J. ROPER

County, Illinois, on the day of September, A.D. 1901  
and duly recorded in Book of Page 1

County, Illinois, on the  
day of , 1989.  
Filed for Record in the Recorder's Office of  
County, Illinois, State of Illinois  
Doc. No. .

I, Khadra, do hereby certify that Alfredo Alvarez, a notary public in and for the county and State aforesaid, do solemnly declare, seal and affix my hand and Notarial Seal this day of July 21<sup>st</sup>, A.D. 19<sup>88</sup>. Given under my hand and Notarial Seal this day of July 21<sup>st</sup>, A.D. 19<sup>88</sup>.

88348669

*[Signature]* [Seal] *[Signature]* [Seal] *[Signature]*

PANFILA DELGADO Ignacio DELBADO [Signature] [Seal] [Signature]

Witness the hand and seal of the Mortgagor, 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 NINETY 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 NINETY days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such unelibility), 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 are 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 Mortgagor 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 Herein 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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Principals and interests payable under the terms or the note secured hereby, the Mortgagor will pay to the Mortgaggee, 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, plus estimated by the Mortgagge, less all sums already paid therefor to the date when such ground rents, premiums, taxes and assessments will become due and interest, such sums to be held by Mortgaggee in trust to pay said ground rents, premiums, taxes and interest.

That together with, and in addition to, the monthly payments of  
whole or in part on any installment due date.  
indefinite evidence provided by the said note, at the times and in the  
manner herein provided. Privilege is reserved to pay the debt in  
any manner that may be agreed upon.

And the said Morgan further certifies and agrees as follows:

thereof to satisfy the same.

operate to prevent the collection of the tax, assessment, or lien so  
concluded and the sale or forfeiture of the said premises or any part  
of them at the time of the commencement of the same.

lest the same or the validity thereof be appropria<sup>te</sup> legal pro-  
cesses brought in a court of competent jurisdiction, which shall

premises described herein or any part thereof or the improvement(s) situated thereon so long as the Mortgagor shall, in good faith, con-

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 in computing the amount of such indebtedness, credit to the ac-

If it is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagor  
dances with the Mortgagee shall render to the Mortgagee, until payment  
any time the Mortgagee shall render to the Mortgagee, in accord-

The sale of the mortgaged premises, if not otherwise paid by the mortgagee, or before the date when payment of such amounts, taxes, assessments, or insurance premiums shall be due, if at all

monies so paid or expended shall become so much addition to the principal sum of the debt or obligation, to be paid out of proceeds of debentures, secured by this mortgage, to be paid by the mortgagor to the holder of the debenture.

such repairs to the property herein mentioned as in its discretion may deem necessary for the protection and preservation thereof, and any taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents,

Permittees in good repair, the Mortgagor pay such taxes, premiums made by the Mortgagor under subscription (a) of the agreements made by the Mortgagor under subscription (a) of the assessments, and insurance premiums, when due, and may make

that for taxes or assessments on said premises, or to keep said

In case of the refusal or neglect of the motor-carrier to make such

**11** the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of insurance, and in such amounts, as may be required by the Mortgagor, measured to the extent of the principal sum or sums received, deducted, reserved for the payment of taxes, insurance premiums, and other expenses.

involved in handling delinquent payments. Since there has been no record of such expenses time be on said premises, during the continuance of said in any

land is situated. Upon it a large acre or two, belonging to the owner of the land, is set aside for the use of the townsmen, or of the inhabitants of the town, who have no other place where they can go to bathe.

chein to pay in taxes and assessments on said premises, of any tax or assessment that may be levied by authority of the State of Illinois.

Any deficiency in the amount of any such aggregate monthly pay  
shall reduce the amount of the aggregate monthly pay by the  
same percentage.

(iii) amortization of the principal of the said note; and  
(iv) late charges.

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 of the same.

And Said Mortgagee agrees:

benefits to said Mortgagor docs hereby expressly release and waive.

from all rights and benefits under and by virtue of the Homestead Laws of the State of Illinois, which said rights and

(d) All damages measured in the preceding subsection of this agreement, its accessories and fixtures, notwithstanding the death or incapacity of the said Mortgagee, his successors and assigns, forever, for the use and benefit of the said Mortgagee, his successors and assigns, during the period of time for which the same may be outstanding.

To Have and to Hold the above-decided premises with the  
several assessments; and