

This document is being re-recorded for the purpose of correcting the homestead waiver acknowledgement.

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333543-192466-4

131:5674921-703

State of Illinois

Mortgage

This Indenture, made this 10TH day of APRIL , 19 89 , between MAMIE N. LEWIS, SPINSTER AND T. J. LEWIS, MARRIED TO LELA B. LEWIS** , Mortgagor, and PREMIER HOME FINANCING, INC.

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 SIXTY NINE THOUSAND ONE HUNDRED THIRTY AND NO/100 Dollars (\$ 69,130.00)

payable with interest at the rate of TEN AND ONE HALF per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 1010 JORIE BOULEVARD, OAK BROOK, ILLINOIS 60521 , 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 THIRTY TWO AND 36/100 Dollars (\$ 632.36) on the first day of JUNE , 1989 , 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 MAY , 2019 .

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 3 IN BRITIGAN'S FIFTH ADDITION TO WESTWOOD, BEING A SUBDIVISION OF BLOCK 8 IN HIRSCH AND YOUNG'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**LELA B. LEWIS IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

89130.00

19-24-408-018

COMMONLY KNOWN AS: 6806 SOUTH ROCKWELL
CHICAGO, ILLINOIS 60629

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 (f)) in accordance with the regulations for those programs

HUD-92116-M.1 (9-86 Edition)

24 CFR 203.17(a)

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midnight notice by mail to the Mortgagor, who may make proof acceptable to the Adjudicating Agent in event of loss. Mortgagor will give notice of default thereon to lessors, lessees in favor of and in form satisfactory and reasonable, shall be held by the Mortgagor and

That He Will Keep the Impoverished and Existing or Preferential
erected on the mortgaged property, instead as may be required
from time to time by the Mortgagor.
hazards, casualties and occurrences in such amounts and for such
periods as may be required by the Mortgagor and will pay payment
when due, any premiums on such insurance for pay-
ment of which has been made before the Mortgagor. All insurance shall
be carried in companies approved by the Mortgagor and the
amount of which has not been made before the Mortgagor. All insurance shall

And as additional security for the payment of the indebtedness
otherwise due the Mortgagor does hereby assent to the Mortgagor all
the terms, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

the amount of premium than remaining unpaid under such note under subsection (a) of the preceding paragraph as a credit against the balance then remaining in the funds accumulated, the balance of such premium or advance in the amount of such prepayment or advance is otherwise deductible, the mortgage shall apply, at the time of the conversion, or if the holder subsequently acquires the property otherwise after delivery, or if the holder subsequently acquires the premises covered by this mortgagee record, in a public sale of the premises covered by this paragraph if there are no other rights under any of the provisions cumulated under the provisions of subsection (a) of the preceding paragraph under any balance remaining in the funds due.

premiums made by the stockholders under section 10 of the Internal Revenue Code of 1939, and assessments or insurance premiums as the case may be, preceding paragraphs shall not be sufficient to pay premium debts, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due, if a notice of such deficiency is given to the Mortgagor, shall render to the Mortgagor a sum amount of such indebtedness, credit to the amount of the debt, and pay the same to the Mortgagor, the Mortgagor shall discharge all the provisions of the note secured thereby, until payment in full.

If the result of the payments made by the Mortgagor under subsection 1(a) of the preceding paragraph shall exceed the amount of the payments made by the Mortgagor under subsection 1(b) of the preceding paragraph, or if the amount of the payments made by the Mortgagor under subsection 1(c) of the preceding paragraph exceeds the amount of the payments made by the Mortgagor under subsection 1(d) of the preceding paragraph, or if the amount of the payments made by the Mortgagor under subsection 1(e) of the preceding paragraph exceeds the amount of the payments made by the Mortgagor under subsection 1(f), however, the monthly

Any deficiency in the amount of any such aggregate amounts payable shall unless made good by the Majorholder prior to the due date of the payment shall be liable to the Majorholder for each dollar (US\$1) for each day from the date of payment until the date when payment is made plus interest at the rate of six per centum per annum.

paragraph and all paragraphs immediately preceding it in the preceding subsection of this Article.

(b) All payments mentioned in this paragraph shall be made under the note secured hereof and together with the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment due on the first day of each month.

(c) Ground rents if any, taxes, special assessments, fire, and other hazard insurable premiums.

(d) Interest on the note secured hereby.

(e) Amortization of the principal of the said note, and

(f) Late charges.

PPE (Personal Protective Equipment)

survived by the Afterimage; less all units already paid their lot, than half as the number of months to elapse before one month prior to the date when such second class premiums taxes and assessments will become delinquent, and sums to be held by Mortgagor in trust for payment of taxes and premiums.

(10) A spin equil of the ground state, $\langle \psi | \hat{\psi} | \psi \rangle$, near due, plus the permanent dipole will now become due and responsible on polaris of the and other hard instants, increasing the magnetized property, plus the $\langle \psi | \hat{\psi} | \psi \rangle$ and also spin moments near due on the magnetized property all as shown in figure 10.

That teacher with whom I had in addition to the monthly payments of
per cent and interest payable under the terms of the note secured
from the Allonger will pay to the Allonger on the first day
of each month until the said note is fully paid the following sum:

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 hereinabove provided. Principal is reserved to pay the debt in whole or in part on any installment due date.

of government during the last assessment, or for any year upon or before the
thirtieth December in the year next preceding that in which the improvement
commences, deducted therefore from the part thereof of the improvement
which had been so long as the Viceroyager shall be good faith, con-
cerning the same of the viceroy, the treasurer by appropriate legal pro-
ceedings brought in account of competition pretended to have so
operated to prevent the collection of the tax, assessment of any part
increased and the sale or forfeiture of the said premises or any part
thereof to which the same

payments in kind except the Vlorëgëzë may pay such taxes as assessments, and insurance premiums, when due, and may make such payments to the proprietors before his mortgage is in its discretion in any case necessary for the proper preservation thereof, and any deduction so paid or expended shall become so much additional debt due to his mortgagee, if not otherwise paid by the sale of the mortgaged premises, it not otherwise paid by the mortgagee so called by this mortgagee, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the mortgagee.

In case of the refusal of respect of the obligation to make such payments, or to satisfy the prior lien of the holder of other than due for taxes or assessments on said premises, or to keep said

Message of Intermediate, and in such manner as may be required by the departmental need for the better of the *Message* in such forms and be on and premises, during the continuance of said in

hereinafter provided, and said note is fully paid; (c) 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 acreage or portion of the acreage of the land as set out in the conveyance, or otherwise, or (d) 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 acreage or portion of the acreage of the land as set out in the conveyance, or otherwise.

To keep said premises in good repair, and not to do, or permit to do, or cause, 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 or damage thereto.

**to leave and to hold the above described premises, with the
appurtenances and fixtures, into the said Mortgagor, its successors
and assigns, forever, for the purposes and uses herein set forth, free
from all taxes and burdens under and by virtue of the foregoing
executed Deed of trust, and hereby under and by virtue of the foregoing
Deed of trust, does hereby expressly release and waive
any and all claims of the said Mortgagor, its heirs, executors and
administrators, to any and all rights and interests in and to
the said Mortgagor's documents and agreements.**

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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 **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. 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 Mortgagor'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 proceeding, 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 cause, 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 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 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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Page 4 of 4

ATTN: S. MC GOWAN

1010 JORIE BOULEVARD
OAK BROOK, ILLINOIS 60521

PREMIER HOME FINANCING, INC.

RECORD AND RETURN TO:

S. MC GOWAN
OAK BROOK, IL 60521

PREPARED BY:

AD. 19

County, Illinois, or the day of

AD. 19

Yearly public records office of the Recorder's Office of

County Public Records Office

AD. 19

day

of AD. 19

Swear under my hand and Sealed this day of AD. 19

Yearly Public Records Office

and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead

person and acknowledge that THIS

signed, sealed, and delivered the said instrument as THEIR

and whose name is ARTHUR MARRIED TO LELA B. LEWIS

and signed, to witness (and) NAME N. LEWIS / SPINSTER

and whose name is ARTHUR MARRIED TO LELA B. LEWIS

and signed, to witness (and) NAME N. LEWIS / SPINSTER

a Notary public, in and for the county and State

of Illinois

89-316614

89-316614
(Seal)
(Seal)

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

**LELA B. LEWIS IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF MAINTAINING
ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

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FHA ASSUMPTION POLICY RIDER

333543-1

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 10TH day of APRIL , 1989 , 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

PREMIER HOME FINANCING, INC.

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

6505 SOUTH ROCKWELL, CHICAGO, ILLINOIS 60629

(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 [X] 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.

Mamie N. Lewis (Seal)
MAMIE N. LEWIS
Mortgagor

Leila B. Lewis (Seal)
LEILA B. LEWIS, HIS WIFE
Mortgagor

T. J. Lewis (Seal)
T. J. LEWIS ~~MARRIED~~ Mortgagor
~~MARRIED~~

[Signature] (Seal)
[Signature]
Mortgagor
(Sign Original Only)

**LELA B. LEWIS IS EXECUTING THIS RIDER SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

89166000

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)