

# UNOFFICIAL COPY

89467643

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15<sup>00</sup>FHA Case No.  
131-5839524-703

State of Illinois

## Mortgage

This Indenture, made this 31st day of AUGUST , 19 89 , between

HEATH GRAHAM AND MELISSA GRAHAM, HUSBAND AND WIFE

, Mortgagor, and

1st CONCORD FUNDING, LTD.

a corporation organized and existing under the laws 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

NINETY-THREE THOUSAND NINE HUNDRED AND NO/100----- Dollars (\$ 93,900.00 )

payable with interest at the rate of NINE AND ONE HALF

per centum ( 9.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

1618 W. ALGONQUIN ROAD, HOFFMAN ESTATES, ILLINOIS 60195 , 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

SEVEN HUNDRED EIGHTY-NINE AND 56/100-----

Dollars (\$ 789.56 )

on the first day of OCTOBER , 19 89 ; 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 SEPTEMBER , 20 19 .

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  
and the State of Illinois, to wit:LOT 27 IN BLOCK 70 IN, HANOVER HIGHLANDS UNIT NO. 11, A SUBDIVISION IN  
THE NORTH 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

8030 Brookton Harbor Park

3:27

89467643

PIN# 07-30-213-027

Together with all and singular the tenements, hereditaments and appurtenances thereto 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

HUD-92116-M.1 (8-88 Edition)

24 CFR 203.17(a)

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NHJD-82116M

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immediate notice by mail to the Mortgagor, who may make prior  
accompahate to the Mortgagor. In event of loss Mortgagor will give  
have attached thereto less payable clauses in favor of and in form  
policies and covenants herein shall be held by the Mortgagor and  
be carried in companies, approved by the Mortgagor and the  
ment of which has not been made heretofore. All insurance shall  
1), when due, any premium on such insurance premium  
periods as may be required by the Mortgagor and will pay premiums  
barns, cellars, basements and foundations in such amounts and for such  
time to sum by the Mortgagor less than amount lost by fire and other  
result of the mortgagee property, insured as may be required.

The Lender keeps the improvements now existing or hereafter  
become due to the use of the premises heretofore described  
the rents, issues, and profits now due or which may hereafter  
arisen at the Mortgagor does hereby assign to the Mortgagor all  
and as additional security for the payment of the indebtedness

the amount of principal then remaining unpaid under said note  
under subsection (a) of the preceding paragraph as a credit against  
accrued, the balance then remaining in the funds accumulated  
ment of such proceedings or at the time the property is otherwise  
dealt with, the Mortgagor acquires the property otherwise after  
thereby, or if the Mortgagor retains it a public sale of the premises covered  
of this, mortgages retaining a default under any of the provisions  
paragraph if this note, shall be a default under any of the provisions  
cumulated under the provisions of subsection (a) of the preceding  
amount of the note, any balance remaining in the funds ac-  
count of the note, secured hereby, until payment  
in company, the amount of such indebtedness, credit to the ac-  
of the note, and the provisions of the note secured hereby, until payment  
due, with the provisions of the note secured hereby, in accor-  
any note the Mortgagor shall render to the Mortgagor to the  
and issues, losses, damages, or insurance premiums shall be due, if  
otherwise, on or before the date when payment of such proceed-  
shall be paid to the Mortgagor any amount necessary to make up the  
when the note shall become due and payable, then the Mortgagor  
cures, and assessments, or insurance premiums, as the case may be,  
proceedings paragraph shall not be sufficient to pay ground rents,

if the amounts made by the Mortgagor under subsection (a) of the  
pays off or reduced to the Mortgagor, (ii), however, if the  
shall be credited to any subsequent payments to be made by the Mort-  
which is taken to current, at the option of the Mortgagor  
cases, and assessments, or insurance premiums, as the case may be,  
of the payments made by the Mortgagor prior to the due  
subsection (a) of the preceding paragraph shall exceed the amount  
to the total of the payments made by the Mortgagor under

measured in standing dimensions, to cover the extra expense  
not to exceed four cents (4¢) for each dollar (\$1) for each payment  
more than fifteen (15) days in arrears, to the date of the note  
under this mortgage. The Mortgagor may collect a "late charge"  
due of the next such payment, exclusive of interest, for the due  
when such notes made good by the Mortgagor prior to the due  
any deficiency in the amount of any such aggregate monthly pay-  
for late charges;

the amortization of the note secured hereby;

(b) unless on the note secured hereby;

(c) ground rents, (d) taxes, special assessments, fire, and other  
losses;

be applied by the Mortgagor to the following items in the order set  
shall be paid by the holder together and the aggregate amount thereof  
holders shall be paid to the holder together and the aggregate amount thereof  
payments and all payments to be made under the note secured  
All payments mentioned in the preceding subsection of this

charge in trust to pay said ground rents, premiums, taxes and  
assessments, with become delinquent, such sums to be held by Lender  
to the date when such found rents, premiums, taxes and  
divided by the number of months in which held by Lender

enacted by the Mortgagor, less all sums already paid therefor  
taxes and assessments next due on the mortgaged property, plus  
and other hazard insurances covering the mortgaged property, plus  
premiums due next due and payable on policies of life

life sum equal to the ground rents, if any, paid, the following sum  
of each month until the said note is fully paid, the following sum  
hereby, the Mortgagor will pay to the Mortgagor, on the last day  
principal and interest payable under the terms of the note secured  
that he will promptly pay the principal of and interest on the

make or in part on any installment due date.

another herein provided. Payment is received to pay the debt in  
indemnities evidenced by the said note, at the time and in the

And the said Mortgagor further conveys and agrees as follows:

hereof to satisfy the acts or torts of the said mechanics or any per-  
mitted to prevent the collection of the tax, assessment, or fee so  
claims brought in a court of competent jurisdiction, which shall  
less the sum of the said taxes the cost of attorney fees, legal fees  
settled thereon, so long as the Mortgagor shall in good faith, con-  
tinues to perform his duty to the benefit of the principal of the  
principal debtor herein or any part thereof or the service of process  
or remove any tax, assessment, or fee right to pay, damage  
shall not be required notwithstanding that the Mortgagor  
mortgage to the attorney notwithstanding that the Mortgagor  
it is expressly provided, however, all other provisions of this

Mortgagor;

the acts of the foregoing principal, a non-resident paid by the  
defendant, caused by the non-resident to be paid out of proceeds of  
money so paid or collected shall become or much defrauded in  
any claim or cause of action, notwithstanding that the defendant  
may claim to be entitled to the property brought in to the service of  
such parties to the principal, when due, and to make

payments in good faith, the Mortgagor, the mechanics and  
assessments, and insurance premiums, when due, and to make

payments or taxes or assessments, or fees, or taxes and  
payments, or to pay the taxes and assessments, or fees, or taxes and  
in the case of the result of neglect of the Mortgagor to sue such  
defrauded,

the acts of the foregoing principal, the defendant to be paid out of  
the money so paid or collected, for the property brought in to the  
service of process, when due, and to make

payments in good faith, the Mortgagor, the mechanics and  
assessments, and insurance premiums, when due, and to make

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defrauded,

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payments in good faith, the Mortgagor, the mechanics and  
assessments, and insurance premiums, when due, and to make

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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 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 Mortgagor 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 money 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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W.M. & L.G. Meurer  
4500 Webster St.  
Chicago, Illinois  
50245

BOX 999-CC

Property of Cook County Clerk's Office

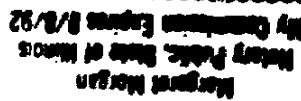
A.D. 19

day of

County, Illinois, on the

as stated in the record in the

Office of the Recorder of Deeds



Notary Public

A.D. 1987

SECRETARY  
Treasurer

Page 1

Sworn under my hand and Notarized Seal in

the and Notarized for the uses and purposes herein set forth, including the reasons and nature of the right of homestead.

person and Notarized this TUESDAY  
signed, sealed, and delivered the said instrument as  
subscribed to the foregoing instrument, appeared before me this day of

person whose name is ARE  
this 19th, personally known to me to be the same  
and MELISSA GRAHAM

deposited, Do hereby certify the HEATH GRAHAM

a notary public, in and for the county and state  
of Illinois, on the day and year first written,

County of Cook  
State of Illinois

MELISSA GRAHAM

(Seal)

HEATH GRAHAM

(Seal)

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

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## MORTGAGE RIDER

FHA Case No. 131-5839524-703

This MORTGAGE RIDER made this 31st day of AUGUST, 1989, modifies and amends that certain Mortgage of even date herewith between:

HEATH GRAHAM AND MELISSA GRAHAM, HUSBAND AND WIFE, as Mortgagor,

1st CONCORD FUNDING, LTD., as Mortgagee, as follows:

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Mortgagee 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 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 the mortgage is endorsed for insurance to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Except as modified herein and as modified by the Mortgage Rider regarding mortgage insurance premiums, if applicable, the Mortgage referenced above is and shall remain in full force and effect.

89462643  
Cook County Clerk's Office

Signature of Mortgagor

X Heath Graham (SEAL)

HEATH GRAHAM

X Melissa Graham (SEAL)

MELISSA GRAHAM

(SEAL)

(SEAL)

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