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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 from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such Unelgibility, 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 eligibility 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.

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.

Wherever 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.

An 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 advances 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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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 Mortgagor and for such amount of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagor. All policies and endorsements shall be held by the Mortgagor.

And as Additional Security for the payment of the indebtedness
afforesaid the Mortgagor does hereby assighn to the Mortgagor all
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

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 Mortgagor, [il, however, the Mortgagor, or regrunded to the Mortgagor, [il, however, the monthly 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 otherwise, as the case may be.

Any deficiency in the amount of my such payment remaining unpaid shall be made good by the Mortgagor prior to the due date of the next such payment, constituting an event of default under this mortgage. The Mortgage may collect a "late charge" not to exceed four cents (\$1) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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

(b) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(c) interest on the principal amount.

any and all payments mentioned in the preceding paragraph or in this
Agreement shall be made in the currency of the United States of America.
Paragraph and all payments mentioned in the preceding paragraph or in this
Agreement shall be made in the currency of the United States of America.

In turn (to pay said ground rent), premium, taxes and special assessments); and

(a) A sum equal to the ground rents, if any, net 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 Mortgagor less all such amounts already paid therefore divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assess-

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:

That privilege is reserved to pay the debt in whole or in part on
any installment due date.

And the said Mortgagee further covenants and agrees as follows:

1. It is expressly provided, however, that 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 against the situated thereon, so long as the Mortgagee shall, in good faith, collect 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 contracted and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than fees for taxes or assessments on said premises, or to keep said premises, or to do such other acts as may be required by the Mortgagor, the holder of the mortgage shall have power to sell the same at public auction, or to otherwise dispose of the same, and the proceeds of such sale or disposal, together with all expenses of sale, including attorney's fees, and all costs, expenses, debts, charges, and expenses of every kind, incurred by the holder of the mortgage in the collection of the sum so secured, shall become so much additional debt, and shall be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

hereinafter provided, until said note is fully paid, ((1)) a sum suffi-
cient to pay all taxes and assessments on said premises, ((1)) a sum suffi-
cient to pay all taxes and assessments on said note is fully paid, ((1)) a sum suffi-
cient to pay all taxes and assessments on said premises, of any tax
or assessment that may be levied by authority of the State of ((1))
of Illinois, or of the County, town, village, or city in which the said
land is situated, upon the owner or 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 in-
debtedness, insured for the benefit of the Mortgagor in such forms
and in such amounts, as may be required by the

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; nor to suffer any loss of mechanics men or material men to attach to said premises, to pay to the Mortgagor, as

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89-163081

0 7 4 5 9 0 8 1

712010-2

State of Illinois

Mortgage

PMI Case No.

131: 5851519-748

This Indenture, Made this 29TH day of SEPTEMBER , 19 89 , between PRENTICE R. WASHINGTON, MARRIED TO VIRGINIA WASHINGTON AND NOLENA BANKS, MARRIED TO MATTHEW BANKS ; Mortgagor, and FLEET MORTGAGE CORP. , a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND ; 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 FORTY THREE THOUSAND FIVE HUNDRED NINETY SIX AND NO/100-----

(\$ 43,596.00)----- Dollars payable with interest at the rate of TEN per centum (10-----%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN 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 THREE HUNDRED EIGHTY TWO AND 59/100----- Dollars (\$ 382.59) on the first day of NOVEMBER 1989 , and a like sum of 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 OCTOBER 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 4 IN BLOCK 3 IN COBE AND MCKINNON'S 63RD STREET SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

89-163081
131

19-13-421-023
6110 S. Campbell Ave.
Chicago, IL 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 (i)) in accordance with the regulations for those programs.

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CHICAGO, IL 60635
2643 N. HARLEM AVE.
FLEET MORTGAGE CORP.

THIS INSTRUMENT WAS PREPARED BY:



61 October

m., and duly recorded in book

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OUT GO'S

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Filed for Record in the Recorder's Office

ON 309

Nordic

68/81/0

6e

Open under my hand and hold me.

I, the undersigned, do hereby certify that I am a notary public in and for the county and State and the person whose name is subscribed to the foregoing instrument, personally known to me to be the same and acknowledged by me to have signed the same, and for other purposes herein set forth, including the release and waiver of the right of homestead, sealed and delivered the said instrument as signed, sealed, and delivered the said instrument as

Comfy at 60

STOWAWILK TO 20016

VIRGINIA WASHINGTON

PRENTICE E. WASHINGTON, MARRIED TO
NOLENA BANKS, MARRIED TO MATTHEW BANKS

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

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8 7 4 0 9 0 8 1

RIDER

FMC #712010-2

This Rider, attached to and made part of The Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument") PRENTICE R. WASHINGTON, MARRIED TO VIRGINIA WASHINGTON AND between NOLENA BANKS, MARRIED TO MATTHEW BANKS (the "Borrower") and Fleet Mortgage Corp. (the "Lender") dated 9/29, 1989, revises the Security Instrument as follows:

The Lender shall, with the prior approval of the Federal Housing Commissioner or his designee, declare all sums secured by this Security Instrument 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 borrower, pursuant to a contract of sale executed not later than 12 months (24 months if the property is not the principal or secondary residence of the borrower) after the date on which the Security Instrument is executed, to a purchaser whose credit has not been approved in accordance with the requirements DEPT-01 RECORDER COOK COUNTY RECORDER

T#3333 TRAN 7251 10/04/89 09:37:00 \$15.25
\$7977 + C **-29-469081
COOK COUNTY RECORDER

Dated September 29, 1989.

Prentice R. Washington
Borrower PRENTICE R. WASHINGTON, MARRIED
TO VIRGINIA WASHINGTON

Nolena Banks
Borrower NOLENA BANKS, MARRIED TO MATTHEW
BANKS

89-469081

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