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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 60 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 60 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 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 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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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 losses by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and for such amount as may be required to pay premiums on such insurance for payment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the certificate of which has not been made heretofore. All insurance shall be held by the Mortgagee and renewed at his cost.

And as Additional Secretary for the Department of the midshipmen
also received the Moritzgärtner does hereby assign to the Moritzgärtner
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises hereinabove described.

Section 9 of the Mortgagor's Agreement remains in the funds account cumulated under the principal provisions of subsection (a) of the preceding paragraph, if there shall be a default under any of the provisions cumulated under the Mortgagor's Agreement in the funds account.

and since with the Mortgagee shall remain in the Mortgagee's possession until the amount of the note secured hereby, full payment made, in case of the entire indebtedness represented thereby, the Mortgagee shall

If the total of the payments made by the Mortgagor under subsection (a) of this preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rent, such excess shall be deducted from the insurance premiums, as the case may be, and assessments, or insurance premiums, as the case may be, shall be deducted by the Mortgagor under subsection (a) of the preceding paragraph shall pay, to the Mortgagor any amount necessary to make up the deficiency), on or before the date when payment of such ground rent is due.

Any delinquency in the amount of any such negative monthly pay
ment 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. The Mortgagee may collect a "late charge"
not to exceed four cents (4¢) for each dollar (\$1) for each day the
note is late (less fifteen (15) days in arrears, to cover the extra expense
involved in handling delinquent payments).

(i) Ground rents, if any, taxes, special assessments, fire, and other hazards insurance premiums;

(ii) interest on the note secured hereby;

(iii) amortization of the principal of the said note; and

(iv) late charges.

(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 the beneficiary of the Note.

in trust to pay said ground rents, premiums, rates and special assessments; and

(8) 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 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 Mortgaggee, on the first day of each month until the said note is fully paid, the following sums

And the said Mortgagor (including Covenants and Agrees as follows) That, privilege is reserved to pay the debt, in whole or in part on any installment due date

shall not be required nor shall it have the right to pay, discharge, or remit 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 Mortgagor shall, in good faith, conform to the same or the valuing (hereof by) appropriate legal pro- ceedings 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.

It is expressly provided, however, that other provisions of this
agreement to the contrary notwithstanding, that the Attorney

such receipts to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation, and any monies so paid or expended shall become so much additional debt due, secured by this mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid to the debtor.

that for lack of assemblies on said premises, or to keep said premises in good repair, the Notary public may such taxes.

In case of the refusal or neglect of the defendant to make such payments, or to satisfy any prior claim of the plaintiff, the defendant may be compelled to pay such amount.

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 lien of mechanics men or material men to attach to said premises, or to the Alterations made.

To witness and declare the above-mentioned premises, within the appurtelements and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Law of the State of Illinois, which said rights and privileges to said Mortgagee does hereby expressly release and waive.

And Said Mortgagee covenants and agrees,

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State of Illinois

Mortgage

FHA Case No.

131:5638063 748

This Indenture, made this 18TH day of OCTOBER 19 89, between BEVERLY J. THOMPSON, MARRIED TO QUOVADIS THOMPSON AND BARBARA J. ANDREWS, MARRIED TO HOWARD I. ANDREWS, Mortgagor, and HERITAGE MORTGAGE COMPANY 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 **FIFTY THOUSAND AND NO/100--** Dollars is **50,000.00**, payable with interest at the rate of **TEN AND ONE HALF** per centum (10.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **CHICAGO, ILLINOIS**, 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 **FOUR HUNDRED FIFTY SEVEN AND 37/100--**

Dollars is **457.37**, on **DECEMBER 1 1939**, 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 **NOVEMBER** 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 **COOK** and the State of Illinois, to wit:

LOT 15 (EXCEPT THE SOUTH 5 FEET) AND THE SOUTH 1/2 OF LOT 14 IN BLOCK 1 IN SHERMAN AND KRUIT'S ROSELAND PARK ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT PREPARED BY:

HERITAGE MORTGAGE COMPANY
1000 E. 111TH. STREET
CHICAGO, ILLINOIS 60628
JOHN R. STANISH, PRESIDENT

RETURN TO:
HERITAGE MORTGAGE COMPANY
1000 E. 111TH. STREET
CHICAGO, ILLINOIS 60628



PROPERTY ADDRESS: 11334 S. WENTWORTH AVE., CHICAGO, ILLINOIS 60628

PTIN: 25-21-210-030 VOL. 467

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.

HMC#15-03742

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HUD-82116M.1 (8-85 Edition)

24 CFR 203.17(a)

Great Lakes Business Forms, Inc.
Form No. 2439 (8811)To Order Call Great Lakes Business Forms, Inc.
Nationally 1-800-868-0000 Michigan 1-800-868-0048

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Page 4 of 4

Property of Cook County Clerk's Office

89495243

I, CIS CONTRACTED
County of WILL
State of Illinois
Witness the hand and seal of the Notary Public, the day and year first written
BEVERLY J. ANDREWS
BARBARA J. ANDREWS
and BARBARA J. ANDREWS MARRIED TO HOWARD J. ANDREWS
BEVERLY J. ANDREWS MARRIED TO QUAVADIS THOMPSON
affirmed, Do hereby certify, That
person whose names are
subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that THEY
signed, sealed, and delivereded the said instrument as THEIR
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.
Given under my hand and Notarial Seal this 18TH
A.D. 1989
Notary Publ.
A.D. 1989
"AFFIDAVIT OF COUPLES"
"NOTARY PUBLIC STATE OF ILLINOIS"
"NOTARY PUBLIC MARRIAGE"

Filed for Record in the
Notary Public, State of Illinois
County, Illinois, on the
day of A.D. 19

81 U.S.C. §
m., and duly recorded in Book
Page
of

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CASE # 131:5638063 748

FHA MORTGAGE ACCELERATION CLAUSE All FHA Mortgages - effective 12/1/86

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 requirement of the Commissioner.

- 1) Beverly J. Thompson
BORROWER BEVERLY J. THOMPSON OCTOBER 18, 1989 DATE
- 2) Barbara J. Andrews
BORROWER BARBARA J. ANDREWS OCTOBER 18, 1989 DATE
- 3) _____ DATE
- 4) _____ DATE
- *****

STATE OF ILLINOISCOUNTY OF COOK SS. 89495243

I, C. Cothard, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Beverly J. Thompson, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that she he signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of October, 1989.

COOK COUNTY RECORDER

43158-B *--89-495243

142222 TRAN 3787 10/19/89 10:24:00

\$15.25

DEPT-DI RECORDING

This instrument was prepared by HERITAGE MORTGAGE COMPANY
NAME

1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628
ADDRESS



15.25