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Previous edition may be used until supplies are exhausted  
Page 1 of 4  
Loan #: 712813-4  
HUIJ92116M1 (9-86 Edition)  
24 CFR 203.17(a)

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 (c)) in accordance with the regulations for those programs.

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.

Lot 18 in Block 6 in Kneeland and Wright's Second Addition to West Pullman, in the South West 1/4 of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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 Warranty unto the Mortgagee, its successors or assigns, the following described real estate situated, lying, and being in the county of Cook and the State of Illinois, to wit:

on the first day of December 1, 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 November 1, 2019.

payable with interest at the rate of Eleven percentum (11.000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 125 East Wells Street, Milwaukee, Wisconsin 53201

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 ONE THOUSAND SIX HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$ 41,675.00)

This Indenture, made this 26th day of October, 1989, between DIANE L. GARTH, FLEET MORTGAGE CORP., a corporation organized and existing under the laws of the State of Rhode Island, Mortgagee, and Mortgagor, and

RTA Case No. 131:3420596-203

Mortgage

State of Illinois

89511989

481510 (M) 1/4/1

89511989

25-21-319-007  
11721 South Lowe  
Chicago, Illinois 60617

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/2010

COOK COUNTY CLERK'S OFFICE  
JANUARY 2010

COOK COUNTY CLERK'S OFFICE  
JANUARY 2010

COOK COUNTY CLERK'S OFFICE  
JANUARY 2010

COOK COUNTY CLERK'S OFFICE  
JANUARY 2010

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

Loan #: 712813-4 HUD-92116M-1

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(Initials)

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: (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 (all as estimated by the Mortgagee) less all sums already paid therefor to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments...

And as a collateral security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. 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 Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made herebefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be left by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, the Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof...

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

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

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, or to pay, or to charge, or to remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee shall, in good faith, conduct 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 described, and the failure 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 that for taxes or assessments, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, as the case may be, 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 Mortgagee.

If 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 Mortgagee, and in such amounts, as may be required by the Mortgagee, the Mortgagee shall pay to the Mortgagor any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise as a result of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

Any deficiency in the amount of any such aggregate monthly payment 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 (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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 affected by virtue of this instrument, not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) 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 Mortgagee 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 indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

And Said Mortgagor covenants and agrees: (i) ground rents, if any, taxes, special assessments, fire, and other hazard 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 be applied by the Mortgagee to the following items in the order set forth: (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; (ii) interest on the note secured hereby; (iii) amortization of the principal of the said note; and (iv) late charges.

To Have and to Hold the above-described premises, with the appurtenances 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 Exemption Law of the State of Illinois, which said right and benefit to said Mortgagor does hereby expressly release and waive.

68611568

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6881151568

The Covenant Herein (Covenant) shall bind, and the benefit... The Covenant Herein (Covenant) shall bind, and the benefit...

It is expressly agreed that no extension of the time for pay-... It is expressly agreed that no extension of the time for pay-

If the Mortgagor shall pay said note at the time and in the... If the Mortgagor shall pay said note at the time and in the

And there shall be included in any decree foreclosing this... And there shall be included in any decree foreclosing this

An In Case of Foreclosure of this mortgage by said Mort-... An In Case of Foreclosure of this mortgage by said Mort-

Whenever the said Mortgagee shall be placed in possession of... Whenever the said Mortgagee shall be placed in possession of

And in the Event that the whole of said debt is declared to be... And in the Event that the whole of said debt is declared to be

In the Event of default in making any monthly payment pro-... In the Event of default in making any monthly payment pro-

The Mortgagor Further Agrees that should this mortgage and... The Mortgagor Further Agrees that should this mortgage and

That if the premises, or any part thereof, be condemned under... That if the premises, or any part thereof, be condemned under

closure of this mortgage or other transfer of title to the mortgag-... closure of this mortgage or other transfer of title to the mortgag-

company concerned is hereby authorized and directed to make pay-... company concerned is hereby authorized and directed to make pay-

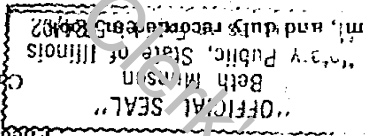
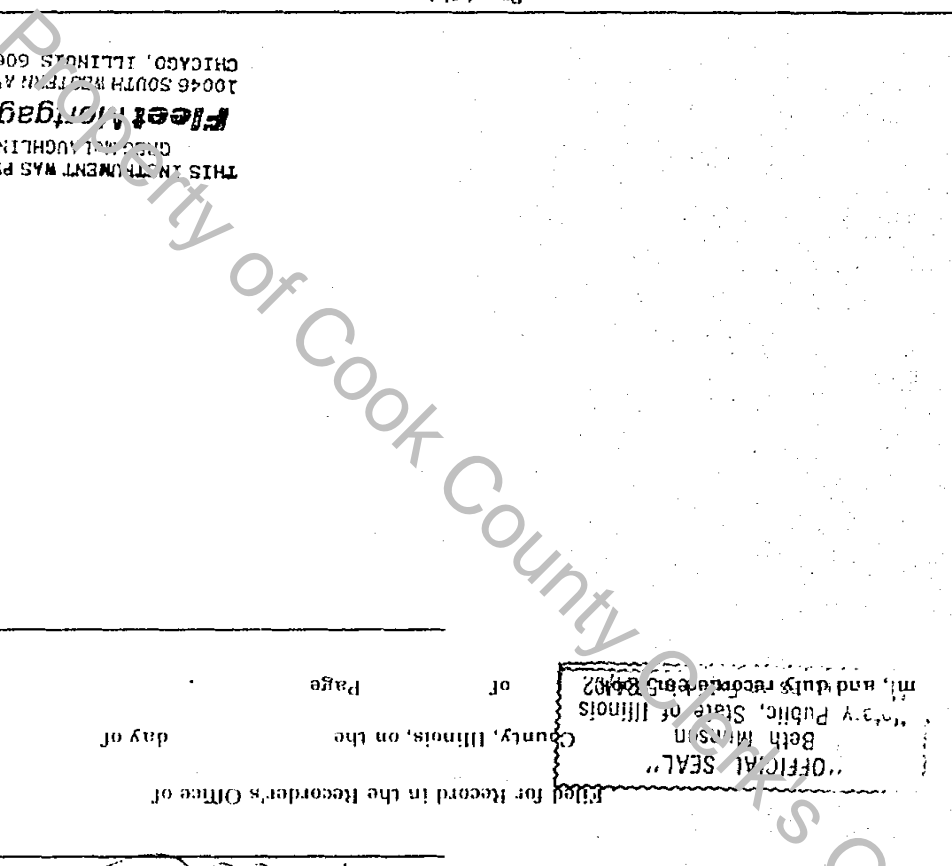
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Loan #: 712813-4  
Page 4 of 4  
HUD-92116M-1  
24 CFR 203.17(a)

89511989

THIS INSTRUMENT WAS PREPARED BY  
ANDREW LAUGHLIN FOR  
Fleet Mortgage Corp.  
10046 SOUTH WESTERN AVE.  
CHICAGO, ILLINOIS 60643



Doc. No. \_\_\_\_\_  
at o'clock \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

A.D. 19 89

Notary Public

Given under my hand and Notarial Seal this \_\_\_\_\_

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

person whose name is subscribed to the foregoing instrument, appeared before me this day in

signed, sealed, and delivered the said instrument as her

xxxx aforesaid, Do Hereby Certify That DIANE L. GARTH, divorced & not since remarried,

is a notary public, in and for the county and State

1. The undersigned

County of Cook

State of Illinois

DIANE L. GARTH  
*[Signature]*

[Seal]

[Seal]

[Seal]

[Seal]

\* SEE RIDER ATTACHED MADE A PART HEREIN.  
Witness the hand and seal of the Mortgagor, the day and year first written.



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Property of Cook County Clerk's Office

COOK COUNTY

CLERK OF COURT  
JANUARY 1, 1900  
CHICAGO, ILL.

IN SENATE  
JANUARY 1, 1900

IN SENATE  
JANUARY 1, 1900

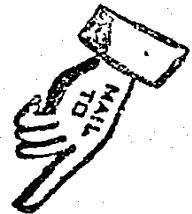
IN SENATE  
JANUARY 1, 1900



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8 9 5 1 1 9 8 9

14.05



THIS INSTRUMENT WAS PREPARED BY  
GREG MCLAUGHLIN FOR:  
Fleet Mortgage Corp.  
10046 SOUTH WESTERN AVE.  
CHICAGO, ILLINOIS 60643

Property of Cook County Clerk  
89511989-88-511989

COOK COUNTY RECORDS  
11:22 AM 4586 10/27/89 10:01:00  
4448 4 B ---89-1511989

DEPT-91 RECORDING 414.25

DIANE L. GARTH

\*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 mortgagee, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. [If the property is not the principal or secondary residence of the mortgagee, "24 months" must be substituted for "12 months."]

The Mortgage is amended to add the following:

Lender).

DIVORCED, NOT SINCE REMARRIED (the Mortgagee), and FLEET MORTGAGE CORP. (the

26th day of October, 1989 made and entered into by DIANE L. GARTH,

This Rider is a part of and incorporated into the Mortgage dated the

MORTGAGE ASSUMPTION RIDER

