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Form HUD No. 813-III
(Sec. 512 Loan)
(Revised Aug. 1979), (Revised July 1984)
(Revised Feb. 1985)
(Revised Jan. 1987)

MORTGAGE

OFFICIAL BUSINESS
CITY OF CHICAGO
NO CHARGE

This Mortgage made as of the **Nineteenth** day of **October**, 19**89**, between **Yakub Dosunmu and Laolat Dosunmu, his wife** (hereinafter called, and if more than one party jointly and severally hereinafter called "Mortgagor"), residing at **7218 South Bennett, Chicago, Cook** County, Illinois and the United States of America (hereinafter called "Mortgagee"), acting by and through the Department of Housing and Urban Development having a Regional Office at **626 West Jackson Blvd., Chicago, Cook County**, and State of **Illinois**

WITNESSETH that to secure the payment of an indebtedness in the principal amount of **Thirty Three Thousand Five Hundred Dollars (\$33,500.00)**, with interest thereon, which shall be payable in accordance with a certain note bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, marked "Schedule A" is annexed hereto and made a part hereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee

The following described property situate in **Cook** County, Illinois.

LOT 26 IN BLOCK "D" SONNENSCHNEIN AND SOLOMON'S PARK MANOR SUBDIVISION OF BLOCKS 5, 7, AND 12 IN THE SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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COOK COUNTY ILLINOIS

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Street Address: **6933 South Prairie Avenue**
Perm. Tax No.: **20 22 318 001 0000**

TOGETHER with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in or in the operations of, any such land, buildings or structures which are necessary to the complete use and occupancy of such building or structures for the purpose for which they were or are to be erected or installed, including, but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating, and air-conditioning equipment and fixtures and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

TOGETHER with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement), by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning such such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the street and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "mortgaged property");

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor will pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
3. This Mortgage and the Note were executed and delivered to secure moneys advanced, or to be advanced, by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the Construction Agreement

dated **October 19**, 19**89**, to or on the mortgaged property, and for such other purpose, if any, described or referred to therein, which improvements are hereafter collectively called "Improvements." The Mortgagor shall make or cause to be made all the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lockouts, acts of God, fires, floods or other similar catastrophes, riots, war or insurrection, the Mortgagee after due notice to the Mortgagor is hereby authorized (a) to enter upon the mortgaged property and employ any watchmen to protect the Improvements from depredation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements, (c) to make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor, and (d) to pay and discharge

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5. The improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith.

6. The improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith.

7. The improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith.

Any deficiency in the amount of any such aggregate monthly payment shall, unless paid by the Mortgages prior to the date of the next such deposit payable, constitute an event of default under this Mortgage.

FOURTH, the remainder in the principal due on the Note.

THIRD, to interest due on the Note; and

Mortgages may exhaustively determine:

SECOND, to the amount of such ground rent, if any, fire and other hazard insurance premiums, taxes, assessments, water rates and other governmental charges required to be paid under the provisions of this Mortgage, in whatever sequence the

FIRST, to the late charges, if any, referred to in the Note;

amount so deposited. In the order and provision of the Note to the contrary notwithstanding, as follows:

(b) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

(c) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

(d) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

(e) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

(f) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

(g) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

(h) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

(i) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

(j) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

(k) All amounts required to be deposited within the Mortgage monthly in accordance with Paragraph 7(a) hereof, and the amount of principal and interest to be paid each month on account of the Note, shall be added together, and the aggregate amount thereof shall be paid by the Mortgages in a single payment to be applied by the Mortgages on account of the

indebtedness of the Mortgages pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited).

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9. Upon any failure by the Mortgagor to comply with the covenants, conditions or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagor (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment, at the rate of six percent (6%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon, shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

10. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon, the mortgaged property, and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its sole discretion deem necessary.

11. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured or intended to be secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;
- (b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness;
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property or any part thereof, which shall have priority over the lien of this Mortgage;
- (d) The Mortgagor's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of, the Mortgagor;
- (e) The sale, lease or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee;
- (f) The enactment after the date of this Mortgage of any law of the State of Illinois deducting from the value of the mortgaged property for any part thereof, for the purpose of taxation, any lien thereon, or changing in any way its laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of collection of any such tax, so as to affect this Mortgage, and if after such enactment or change the holder of the Note and this Mortgage gives written notice to the Mortgagor declaring the Note and all other indebtedness secured by this Mortgage to be due and payable, because of any such enactment or change, immediately upon the expiration of thirty (30) days after such notice.

The Mortgagor's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable, are in this Mortgage called "events of default".

12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid (if any) by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagor shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

13. (a) After the happening of any default hereunder, the Mortgagor shall upon demand of the Mortgagee surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default, are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby, and the Mortgagor may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagee shall pay, in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor; and in the case of foreclosure and the appointment of a receiver of the rents the within covenant shall inure to the benefit of such receiver.

14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

15. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

16. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

17. Notice and demand or request may be made in writing and may be served in person or by mail.

18. In case of a foreclosure sale of the mortgaged property it may be sold in one parcel.

19. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.

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STATE OF ILLINOIS

Loan No.

Notarized

Yakub Dosumnu and Laolat Dosumnu, his wife

To

The States of America acting by and through the Department of Housing and Urban Development

Recorded in the Recorder's Office of

County, Illinois, on

day of , A.D. 19

o'clock m., and duly

of , page

Book

010 924433

MAIL TO: DEPARTMENT OF HOUSING
318 SOUTH MICHIGAN AV.
CHICAGO, ILLINOIS 60604
Attn: M. CUNNINGHAM

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This instrument was prepared by:

NOTARY PUBLIC STATE OF ILLINOIS
JEAN FITZGERALD
MY COMMISSION EXPIRES NOV 4, 1981

My commission expires:

Notary Public

Jean Fitzgerald

day of October 1989

Given under my hand and Notary seal this Nineteenth

me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act for the use and purposes therein set forth, including the release and waiver of the right of homestead.

personally known to me to be the (some persons) whose names(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act for the use and purposes therein set forth, including the release and waiver of the right of homestead.

CERTIFY that Jean Fitzgerald and Laolat Dosumnu, his wife a Notary Public in and for said County, in the State aforesaid DO HEREBY

SS.

Laolat Dosumnu

Yakub Dosumnu

IN WITNESS WHEREOF this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year last above written.

21. This Mortgage and all the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit of the Mortgagor and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagor" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Whenever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the same requires.

22. The Mortgagor hereby waives the benefit of all homestead exemptions as to the debt secured by this Mortgage and as to any expenditures for insurance, taxes, levies, assessments, dues or charges incurred by the Mortgagor pursuant to any provisions of

and covenants the same in the manner above provided, and will warrant and defend the same. The Mortgagor forever foregoes against the law full claims and demands of any and all parties whatsoever.

23. The Mortgagor is lawfully seized in fee simple of the mortgaged property and has good title thereto, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same. The Mortgagor forever foregoes against the law full claims and demands of any and all parties whatsoever.