

BOX 260

Mortgage

89516447

FHA Case No:

131:5892299-703

This Indenture made this 28TH day of SEPTEMBER 1989 between

RUBEN D. FLOYD AND ELTA MAE FLOYD HUSBAND AND WIFE & TONY FLOYD MARRIED TO DIANE FLOYD, Mortgagee,

and GREAT LAKES MORTGAGE CORPORATION a corporation organized and existing under the laws of

THE STATE OF ILLINOIS, Mortgagee.

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY SEVEN THOUSAND FIVE HUNDRED FIVE DOLLARS 00/100----

Dollars (\$57,505.00)

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 HEIGHTS, ILLINOIS 60411

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FIVE HUNDRED TWENTY SIX AND 02/100----- Dollars (\$526.02)

on the first day of NOVEMBER 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 OCTOBER 2010

Now, therefore, the said Mortgagee, 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 situated, lying, and being in the county of COOK

and the State of Illinois, to wit:

THE SOUTH 2 FEET OF LOT 17 AND ALL OF LOT 18 AND THE NORTH 6 FEET OF LOT 19 IN BLOCK 10 IN NEW ROSELAND, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 33 NORTH OF THE INDIAN BOUNDARY LINE AND PART OF FRACTIONAL SECTIONS 28 AND 33 SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-03-115-081

COMMONLY KNOWN AS: 12918 S. NORMAL AVENUE CHICAGO, IL 60628

ASSUMPTION AND SUBSEQUENT PURCHASE RIDER ATTACHED AND MADE PART OF THIS MORTGAGE.

** DIANE FLOYD IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

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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 Mortgagee 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 (1)) in accordance with the regulations for those programs.

GLMC-A-101-1

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HUD-92118-M, (9-88 EDITION)

24-CFR 203.17(a)

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20-31014

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PROPERTY

BOX 390

PROPERTY

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(a) A sum equal to the ground rent, 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 (all as estimated by the Mortgagee) less all sums already paid herefor divided by the number of months to elapse before one month prior to the date when such ground rent, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and special assessments; and

until the said note is fully paid, the following sums:
 The Mortgagee will pay to the Mortgagee, on the first day of each month principal and interest payable under the terms of the note secured hereby, together with, and in addition to, the monthly payments of

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 Mortgagee further covenants and agrees as follows:
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 And the said Mortgagee further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee shall, in good faith, contest 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 contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And Said Mortgagee covenants and agrees:
 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; 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.

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 Mortgagee does hereby expressly release and waive.

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 heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee 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.

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In even of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee as 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 Mortgagee 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, shall be paid forthwith to the Mortgagee to be applied by the Mortgagee and shall be paid forthwith to the Mortgagee, whether due or not, in an account of the indebtedness secured hereby, whether due or not.

The Mortgagee 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 day 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 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 Mortgagee, or any party claiming under said Mortgagee, 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.

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 Mortgagee 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 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 moneys 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; (4) all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagee shall pay and give notice 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 ninety (90) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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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RECORD AND RETURN TO:
GREAT LAKES MORTGAGE CORPORATION
222 VOLLMER ROAD
CHICAGO HEIGHTS, ILLINOIS 60411

Filed for Record in the Recorder's Office of
Cook County, Illinois, on the
day of
A. D. 19

at o'clock m., and duly recorded in Book of page

Doc. No.

Give under official seal the
Darlene Corkery
Notary Public, State of Illinois
My Commission Expires 3/25/81

Notary Public
A. D. 19 89

I, THE UNDERSIGNED, Do Hereby Certify That
RUBEN D. FLOYD + DIANE
and ELLA MAE FLOYD (WIFE OF RUBEN D. FLOYD)
person whose names
that they
signed, sealed, and delivered to me this day in person and acknowledged
submitted to the foregoing instrument, appeared before me this day in person and acknowledged
free and voluntary act for the uses and purposes
therein set forth, including the release and waiver of the right of homestead.

State of Illinois)
County of Cook)
at)

** DIANE FLOYD IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL
MARITAL AND HOMESTEAD RIGHTS.

Witness the hand and seal of the Mortgagor, the day and year first written.
RUBEN D. FLOYD (SEAL)
ELLA MAE FLOYD / WIFE OF RUBEN D. FLOYD (SEAL)
TONY A. FLOYD (SEAL)
DIANE FLOYD** / WIFE OF TONY FLOYD (SEAL)

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Elia Mae Floyd
CO MORTGAGOR: ELIA MAE FLOYD

Tony A. Floyd
CO-MORTGAGOR: TONY A. FLOYD

Rubben D. Floyd
MORTGAGOR: RUBBEN D. FLOYD

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Assumption Rider >

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 in 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 requirements of the Commissioner.

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

THIS ASSUMPTION RIDER is made this 26TH day of SEPTEMBER, 1989, and is incorporated into and shall be deemed to amend and supplement the mortgage, Deed of Trust or Security Deed ("MORTGAGE"), of even date herewith, given by the undersigned ("MORTGAGOR") to secure Mortgagor's Note of even date herewith to GREAT LAKES MORTGAGE CORPORATION, ("MORTGAGEE"), covering the premises described in the Mortgage and located at 12918 S. NORMAL AVENUE CHICAGO, IL 60628

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44-191568

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THIS SUBSEQUENT PURCHASER RIDER IS HEREBY MADE PART OF THIS LEGAL MORTGAGE DOCUMENT.

MORTGAGEE INITIALS

[Handwritten signature]

MORTGAGOR INITIALS

[Handwritten signature]

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 THE 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 REQUIREMENTS OF THE COMMISSIONER.

AND MORTGAGEE HEREBY AGREES TO THE FOLLOWING:
NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE MORTGAGE, MORTGAGOR AND 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 THE 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 REQUIREMENTS OF THE COMMISSIONER.

THIS SUBSEQUENT PURCHASER RIDER IS MADE THIS 26TH DAY OF SEPTEMBER 1989 AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT THE MORTGAGE DEED OF TRUST, OR SECURITY DEED (MORTGAGE) OF EVEN DATE HERE WITH, GIVEN BY THE UNDERSIGNED (MORTGAGOR) TO SECURE MORTGAGOR'S (NOTE) OF EVEN DATE HERE WITH, TO GREAT LAKES MORTGAGE CORPORATION (MORTGAGEE), COVERING THE PREMISES DESCRIBED IN THE MORTGAGE AND LOCATED AT 12918 S. NORMAL AVENUE CHICAGO, IL 60628

SUBSEQUENT PURCHASER RIDER

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