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This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE

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THIS INDENTURE, Made this 20TH day of OCTOBER, 1989 between LARRY HARVEY AND DENISE L. HARVEY, HIS WIFE
Mortgagor, and
LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS
, a corporation organized and existing under the laws of Texas, 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 SEVENTY FIVE THOUSAND EIGHT HUNDRED TWENTY FIVE AND 00/100 Dollars (\$ 75,825.00) payable with interest at the rate of NINE AND ONE-HALF per centum (9.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Austin, Travis County, Texas, 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 SIX HUNDRED THIRTY SEVEN AND 58/100 Dollars (\$ 637.58) on the first day of DECEMBER, 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, 2019.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of 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 78 IN CUMMING'S & FOREMAN REAL ESTATE CORPORATION RESUBDIVISION OF SUNDRY LOTS IN SEMINARY ADDITION TO MAYWOOD, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. 15-15-211-029

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COOK COUNTY RECORDER

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.

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 Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

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AND SAID MORTGAGOR 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 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 situate, upon the Mortgagor 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.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

PLEASE MAIL TO:

THIS INSTRUMENT PREPARED BY:

BFB

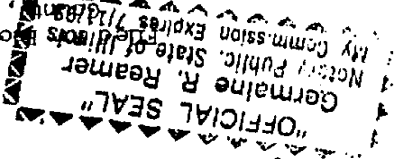
LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS
301 CONGRESS AVE., SUITE 226
AUSTIN, TX 78701

KATHLEEN M. LARSON
MAIL TO

STATE OF ILLINOIS
HUD ONE-TIME MIP

1425

at
docket
and duly recorded in Book of
day of A. D. 19
Page
Notary Public



GIVEN under my hand and Notarial Seal this day of A. D. 19
I,
Do hereby certify that
personally known to me to be the same person whose name appeared before me this day in person and acknowledged that
Instrument as
release and waiver of right of homestead.

895520259

STATE OF ILLINOIS)
COUNTY OF Cook)
SS:)
DENISE L. HARVEY
LARRY HARVEY

WITNESS the hand and seal of the Mortgagor, the day and year first written.
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 hereon. Wherever used, the feminine number shall include the plural, the plural the singular, and the masculine gender shall include the

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagor to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.
Mortgagee will, within thirty (30) days after written demand thereon by Mortgagee, execute a release or satisfaction and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and

AND THERE SHALL BE INCLUDED in any decree reversing 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' fees, notaries' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest 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 overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

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 stenographer's fees of the complainant in such proceedings, 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 reversing this mortgage.

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 amount as shall have been required by the Mortgagee; lease the said premises to the Mortgagee or others upon such terms and conditions, either with 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.

applications for appointment of a receiver, or for an order to place mortgage in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the mortgage 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.

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MORTGAGE RIDER 8 9 5 7 6 2 5 9

THE RIDER, DATED THE 20TH DAY OF OCTOBER, 1989, AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN LARRY HARVEY AND DENISE L. HARVEY, HIS WIFE,

THE MORTGAGORS, AND LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS, THE MORTGAGEE, AS FOLLOWS:

1. IN PARAGRAPH NUMBER 1 THE SENTENCE WHICH READS AS FOLLOWS IS DELETED:
"PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE OR IN AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS ON THE PRINCIPAL THAT ARE NEXT DUE ON THE NOTE, ON THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY; PROVIDED, HOWEVER, THAT WRITTEN NOTICE OF AN INTENTION TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY (30) DAYS PRIOR TO PREPAYMENT."
2. PARAGRAPH NUMBER 1 IS AMENDED BY THE ADDITION OF THE FOLLOWING:
"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE."
3. THE FOLLOWING NEW PARAGRAPH IS ADDED TO SUCH MORTGAGE:
"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 ON WHICH THE MORTGAGE IS EXECUTED, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER."

IN WITNESS WHEREOF, LARRY HARVEY AND DENISE L. HARVEY, HIS WIFE HAS SET HIS HAND AND SEAL THE DAY AND YEAR FIRST AFORESAID.

.....
LARRY HARVEY (SEAL)

.....
DENISE L. HARVEY (SEAL)

.....(SEAL)

.....(SEAL)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

.....

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