

State of Illinois

UNOFFICIAL COPY

Mortgage 5

1131-5090555-703

This Indenture, made this 10th day of November 1989, between
Macario E. Ponce and Consuelo M. Ponce, husband and wife,

Union Federal Savings Bank

Mortgagor and

a corporation organized and existing under the laws of the United States

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 Four Thousand Five Hundred Ninety Eight and 00/100 Dollars (\$ 74,598.00)

payable with interest at the rate of Nine and 500/1000

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 200 East Berry Street, Fort Wayne, IN 46802 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 Seven Hundred Seventy Eight and 98/100

Dollars (\$ 778.98)

on the first day of January 1990, 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 December 2004.

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 situated, lying and being in the county of Cook and the State of Illinois, to wit: LOT 43 AND LOT 44 (EXCEPT THE EAST 10 FEET THEREOF) IN THE SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF BLOCK 15 OF SANDER'S SECOND ADDITION TO BLUE ISLAND, LYING EAST OF STATE STREET AS NOW LAID OUT (EXCEPT RAILROAD), SAID ADDITION BEING A PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 2021 W. Union Street, Blue Island, Illinois 60406

PIN: 25-31-117-012

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.

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.

Previous edition may be used
until supplies are exhausted
W 158

HUD-9215-M.1 (9-86 Edition)
24 CFR 203.57(a)

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1-NOV-2014

That **The** **will** **keep** **the** **imperial** **ambitions** **now** **entirely** **at** **bay**
erected on the mounting people, in turn, it will be
time to time by the like **Xerxes** as **designed** to be
carried out, **casualties** and **confusion** will be
spontaneously **arose**, and **protection** for the
city, when due, any **precautions** we can take
will be **wasted** in vain. All **assurance** of safety
will be **wiped** out by the **boldness** of the **pirates**.
The **captured** **in** **comparatively** **safe** **ports** **will** **be**
soon **ransomed** **at** **high** **prices**, and **repeated** **raids**
will be **carried** **on** **the** **Mediterranean** **by** **the** **Scythians**.

due to the use of the premises before it became derelict.

the amount of capital which remains in the proceeds under subscription of the proceedings in the same manner as if it were a deposit in a bank.

In the trial of the premises made by the defendant parading shall exceed the amount of the damages actually made by the defendant under his representation of the facts.

Any deficiency in the amount of air which passes through the pipe is made good by the additional air which passes through the pipe.

(q) All fees mentioned in the preceding section of this
particular and all payments mentioned in the
preceding section of this part shall be made
by the addressee together with the amount
of the fee mentioned in the preceding
section of this part.

(r) All paid assessments and special assessments
shall be paid by the addressee together with the
amount of the fee mentioned in the preceding
section of this part.

(s) All paid assessments and special assessments
shall be paid by the addressee together with the
amount of the fee mentioned in the preceding
section of this part.

(t) All paid assessments and special assessments
shall be paid by the addressee together with the
amount of the fee mentioned in the preceding
section of this part.

(u) All paid assessments and special assessments
shall be paid by the addressee together with the
amount of the fee mentioned in the preceding
section of this part.

(v) All paid assessments and special assessments
shall be paid by the addressee together with the
amount of the fee mentioned in the preceding
section of this part.

(w) All paid assessments and special assessments
shall be paid by the addressee together with the
amount of the fee mentioned in the preceding
section of this part.

(x) All paid assessments and special assessments
shall be paid by the addressee together with the
amount of the fee mentioned in the preceding
section of this part.

(y) All paid assessments and special assessments
shall be paid by the addressee together with the
amount of the fee mentioned in the preceding
section of this part.

(z) All paid assessments and special assessments
shall be paid by the addressee together with the
amount of the fee mentioned in the preceding
section of this part.

estimated by the Directorate) less all sums already paid in respect of the sum due before payment of the amount prior to the date when such account was opened.

(e) A sum equal to the second rents, if any, next due, plus the premiums which will now become due and payable on policies of life and other insured interests covering the mortgaged property, plus taxes and assessments next due on the mortgaged property, all as above.

The 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 sum:

which are now being paid by the State of New York, and which were due at the date of the original payment of the debt, and which were due at the date of the original payment of the debt.

and the said Moneymaster further conveys and agrees as follows:

the result of either the same
concealed and the side of the shoulder or the side and premises of any person
operative to prevent the collection of the tax, assessment or lien so
caused brought in a suit of complaint judgment which shall
not be liable to the party or parties so doing as the collector of the tax, assessment or lien so

and a general assembly of the members of the Society to meet at the time appointed.

and instrumenta, and instrumenta permittimus, quibus duci, and may in
case of the property herein mentioned be paid by the
monies so paid or expended become so much chargeable, and the
same may be recovered for the proper presentation thereof, and the
monies so paid be paid out of the proceeds of the
same, and the same recovered by the party to whom
the same may be paid.

In case of the refusal or neglect of the Minister to make such payments, or to satisfy any prior claim of his corporation, other than that for taxes or assessments on said premises, or to keep said premises in good repair the Attorney-General may pay such taxes

more be on said premises, during the continuance of said in-
debtedness, incurred for the benefit of the Mortgagor in such forms
of insurance, and in such amounts, as may be required by the
Mortgagee.

of assessment that may be levied by authority of the State or
land is subject upon the members an account of the ownership
thereof, and a sum sufficient to cover all buildings that may be any
time of [REDACTED] a sum sufficient to cover all buildings that may be any

To keep said premises in good repair, and not to do or permit to
be done upon said premises, anything which may impair the value
thereof or of the securities provided to be collected by virtue of this
instrument nor to suffer any loss or damage from
men to whom to such as said premises, to pay to the Mortgagee, as
hereinafter provided, and more is fully paid ((a sum suffi-

To Have and to Hold the above-mentioned premises, with the appurtenances and fixtures, unto the said Mongeager, his successors and assigns, forever, for the purposes and uses herein set forth, free and without any fine or other charge, and to pay him annually from all rents and benefits under and by virtue of the Homestead and common Law of the State of Illinois, with rights and incidents belonging to said Mongeager as heretofore expressly released and waived.

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2-2-5-277-17 1351012

or 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 Mortgagor instead of to the Mortgagor and the Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor 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 or 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 item set out 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 up to this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagor and shall be paid forthwith to the Mortgagor to be applied by him 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 90 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 90 day

time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility, the Mortgagor 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 Mortgagor when the ineligibility for insurance under the National Housing Act is due to the Mortgagor's failure to remit the National Housing Act to the Mortgagor'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 of debt 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 said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagor, with attorney, be one immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagor 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 application for appointment of a receiver, or for an order to place Mortgagor 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 Mortgagor in possession of the premises, or appoint a receiver for the benefit of the Mortgagor 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 Mortgagor shall be placed in possession of the above described premises under an order of law, after which an action is pending for and before the mortgage is sold, subsequent mortgagee or any other person may keep the said premises in good repair, pay such current charges, taxes and assessments as may be due on the said premises, pay, fix and maintain such insurance as such amounts as shall have been required by the Mortgagor, lease the said premises to the Mortgagee or others upon such terms and conditions, within a reasonable period of time, as may be necessary for the continuance and receive the rents, issues and profits of the use of the premises hereinabove described, and apply the same to the payment of such amounts as aforesaid, in such manner as may be required by the provisions of this paragraph.

And in Case of Foreclosure of this mortgage, said Mortgagor in any event of loss of equity, a reasonable sum shall be allowed for the solicitor's fees and stamp duty fees of the complaint in such proceeding, and for the cost of filing and documentation, evidence and the cost of a certified copy of the title for the purpose of such proceeding, and for expenses of any other suit or legal proceeding wherein the Mortgagor shall be made a party thereto by reason of this mortgage, to costs and expenses, and for reasonable fees and charges of the attorney or solicitor of the Mortgagor, or his parties in interests in such suit or proceedings, shall be a further sum and charged up to the said premises under this mortgage, and all such sums so charged become a part of the total indebtedness secured hereby, and be allowed in any action for the recovery of 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, all the costs, such as advertising, sale, and conveyance, including all sheriff's, solicitor's, and stamp-duty fees, orlays for documentation, evidence and cost of seal, abstract and examination of title, of all the rights advanced by the Mortgagor, if any, for the purpose aforesaid in the mortgage with respect to such advances at the rate set forth in the note secured hereby, to whom the same such advances are made, all the accrued interest, attorney's expenses, the judgment, the notes secured, and all the said principal money remaining unpaid. The surplus of the proceeds of the sale, if any, shall then belong to the Mortgagor.

If the Mortgagor shall pay and discharge the same and in the manner aforesaid and shall abide the same law, and duly perform all the covenants and agreements herein contained, the co-operation shall be null and void and Mortgagor will within twenty (20) days after written demand thereon by Mortgagor execute a release of substance in this mortgage, and Mortgagor agrees, waives the benefits of all statutes or laws which relieve the earlier execution or delivery of such release or substitute in the Mortgagor.

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 a release, in any manner, the original liability of the Mortgagor.

The Covenants Herein Contained shall bind, and the benefits and advantages shall accrue 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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Page 4 of 4

W 158

Loebard, IL 60148
2500 S. Highland, Suite 100
Waterfield Northwest Corporation

When Recorded Mail To:



Loebard, IL 60148
2500 S. Highland, Suite 100
This instrument prepared by: Mary S. Fry

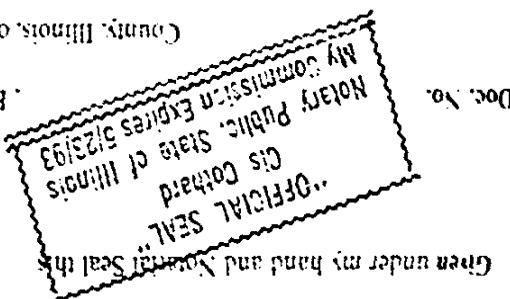
at Book Page of of Page

AD N

day of

County Illinois, on the

. Filed for Record in the Recorder's Office of



Notary Public

Given under my hand and Notary Seal this

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

person and acknowledged that they signed seal and delivered the said instrument as their personal representative to the foregoing instrument appeared before me this day in and Consuelo M. Ponce
his wife, personally known to me to be the same
and Consuelo M. Ponce

1. A notary public in and for the county and state

County of Cook ✓ 1/16/93State of Illinois ✓

Conselo M. Ponce
Consuelo M. Ponce ✓ 1/16/93
[Seal] _____
Magarito E. Ponce
Magarito E. Ponce ✓
[Seal] _____

WITNESS the hand and seal of the Notary, the day and year first written.
SEE MORTGAGE RIDER ATTACHED
HERETO AND MADE A PART HEREOF FOR
ADDITIONAL TERMS, COVENANTS AND
CONDITIONS OF THIS MORTGAGE.

1351012

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1361012
131-5290556-703

FHA ASSUMPTION POLICY RIDER

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 10th day of November 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to

Union Federal Savings Bank
(the "Mortgagee") and covering the property described in the instrument and located at:

2021 W. Union Street, Blue Island, IL 60406

(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree as follows:

The Mortgagor shall within the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this instrument to be immediately due and payable if all or 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 WY 12 24 months after the date on which the instrument is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF the Mortgagor has executed this Assumption Policy Rider.

(Seal)
Mortgagor

(Seal)
Ricardo E. Ponce
Mortgagor

(Seal)
Mortgagor

(Seal)
Consuelo M. Ponce
Mortgagor
Sign Original Only

NOTE: If the property is not the principal or secondary residence of the Mortgagor, 24 months will be checked instead of 12 months.

Space below this line for acknowledgement:

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Property of Cook County Clerk's Office

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EXHIBIT A

Lot i, except the East 130.0 feet thereof, as measured along the South line thereof, in Streamwood Business Centre Subdivision, being a subdivision of part of the West half of the Northeast quarter of Section 25, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office
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