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HUD-20116.M.1 (9-16 Edition)
24 CFR 203.17(a)

Previous edition may be used
until supplies are exhausted

This form is used in connection with mortgages insured under the one-to-four-family program of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise 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.

THE RIDER TO THE MORTGAGE ATTACHED HERETO AND EXECUTED OF EVEN DATE HERewith IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE.

89-553026

361 FRONTAGE ROAD
BURR RIDGE, ILLINOIS 60521



DOCUMENT PREPARED BY: K. KOZOVSKY
AFTER RECORDING, RETURN TO: MID-AMERICA MORTGAGE CORPORATION

AND COMMONLY KNOWN AS: 10525 S. WOOD STREET, CHICAGO, ILLINOIS 60643

TAX ID# 25-18-208-016

COUNTY, ILLINOIS.
AND 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
THE BLUE ISLAND LAND AND BUILDING COMPANY KNOWN AS WASHINGTON HEIGHTS IN SECTIONS 17
LOTS 56 AND 57) IN THE SUBDIVISION OF LOTS 8 TO 14 IN BLOCK 5 IN THE SUBDIVISION BY
(EXCEPT THE NORTH 84 FEET THEREOF) IN WYVINS' RESUBDIVISION OF LOTS 35 TO 78 (EXCEPT
THE WEST 25.13 FEET OF LOT 42 (EXCEPT THE NORTH 84 FEET THEREOF) AND LOTS 43 AND 44

and the State of Illinois, to wit:
the following described Real Estate situated, lying, and being in the county of
COOK
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,

on the first day of JANUARY 19 90, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the first payment of principal and interest, if not sooner paid, shall be due and payable on the first day of DECEMBER 20 19

payable with interest at the rate of TEN percentum (**10.000**%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 361 FRONTAGE ROAD, BURR RIDGE, ILLINOIS 60521

as such (either place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of EIGHT HUNDRED THIRTY-FIVE AND 89/100 Dollars (\$ 835.89*****))

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 NINETY-FIVE THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (\$ 95,250.00*****)

a corporation organized and existing under the laws of THE STATE OF ILLINOIS
MID-AMERICA MORTGAGE CORPORATION
Mortgagee, and
GERALD N. BISHOP AND KATHRYN ANN BISHOP, HIS WIFE
day of NOVEMBER 13th 19 89, between

131:5923706-703

Mortgage

State of Illinois

423442 CT
1068

89553026

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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 to said Mortgagor does hereby expressly release and waive.

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 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 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.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor 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 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.

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, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior 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

special assessments; and

(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.

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 (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly 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, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee 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 after default, the Mortgagee shall apply, at the time of the commencement 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.

And as Additional 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 hereinbefore. 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. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

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Witness the hand and seal of the Mortgagor, the day and year first written.

Gerald N. Bishop [Seal]
GERALD N. BISHOP

Kathryn Ann Bishop [Seal]
KATHRYN ANN BISHOP

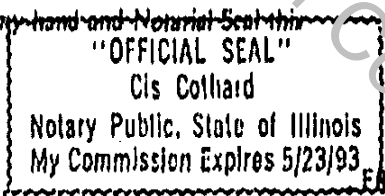
_____ [Seal] _____ [Seal]

State of Illinois IL

County of Will

I, **THE UNDERSIGNED**, a notary public, in and for the county and State of Illinois, do hereby certify that **GERALD N. BISHOP** and **KATHRYN ANN BISHOP**, his wife, personally known to me to be the same person whose names **ARE** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **THEY** signed, sealed, and delivered the said instrument as **THEIR** free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 13th day of **NOVEMBER**, A.D. 19 **89**



[Signature]
Notary Public

Doc. No. _____ Filed for Record in the Recorder's Office of

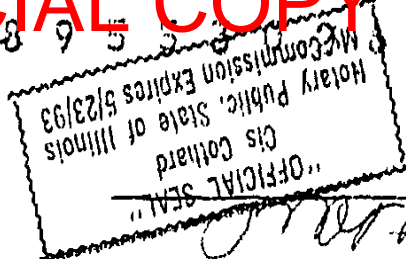
County, Illinois, on the _____ day of _____, A.D. 19 _____

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

65753036

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Signed, sealed and delivered in the presence of

<Seal>

<Seal>

Kathryn Ann Bishop
KATHRYN ANN BISHOP
<Seal>

Gerald N. Bishop
GERALD N. BISHOP
<Seal>

1989 NOVEMBER 13th day of

GERALD N. BISHOP AND KATHRYN ANN BISHOP, HIS WIFE

IN WITNESS WHEREOF

The mortgage or holder of the Note shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by the mortgage/deed of trust 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/grantor, pursuant to a contract of sale executed not later than TWELVE months after the date on which the mortgage/deed of trust is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

hereby referred to as Mortgagor/Grantor, and MID-AMERICA MORTGAGE CORPORATION, hereafter referred to as Mortgagee or Holder of the Note, as follows:

This Rider, dated this 13th day of NOVEMBER 19 89, amends the Mortgage/Deed of Trust of an even date by and between GERALD N. BISHOP AND KATHRYN ANN BISHOP, HIS WIFE

THE ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This option may not be exercised by the Mortgagee when the liability for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development. Dated as of the date of the mortgage referred to herein.

ON AGREEMENT TO RENEW TIME PARAGRAPH