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of 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 Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee 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 in 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 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, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on 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 NINETY (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 NINETY (90) days' 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 ineligibility for insurance under the National Housing Act is due 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 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 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 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, costs, taxes, insurance, and other

items necessary for the protection and preservation of the property.

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 Mortgagor 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 stenographers' fees of the complainant in such proceeding, 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the Mortgagor shall pay said note 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 Mortgagor will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits 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 Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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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immediate notice by mail to the Mortgagee, who may make prompt acceptable to the Mortgagee. In event of loss Mortgagee will give have attached hereto less payable clauses in favor of and in form policies and renewals thereof shall be held by the Mortgagee and be carried in companies approved by the Mortgagee and the ment of which has not been made heretofore. All insurance shall by, when due, any premiums on such insurance provision for pay- periods as may be required by the Mortgagee and will pay prompt hazards, casualties and contingencies in such amounts and for such from time to time by the Mortgagee against loss by fire and other erected on the mortgaged property, insured as may be required

That the Mortgagee will keep the improvements now existing or hereafter become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagee does hereby assign to the Mortgagee all And as Additional Security for the payment of the indebtedness

the amount of principal then remaining unpaid under said note. under subsection (a) of the preceding paragraph as a credit against acquired, the balance then remaining in the funds accumulated ment of such proceeds, or at the time the property is otherwise hereby, or if the Mortgagee acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding court of the Mortgagee any balance remaining in the funds ac- of computing the amount of such indebtedness, credit to the ac- of the entire indebtedness represented hereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any time the Mortgagee shall tender to the Mortgagee, in accor- rents, taxes, assessments, or insurance premiums shall be due. If a deficiency, on or before the date when payment of such ground

shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagee taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagee under subsection (a) of the gator, or refunded to the Mortgagee. If, however, the monthly shall be credited on subsequent payments to be made by the Mort- such excess, if the loan is current, at the option of the Mortgagee, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount

If the total of the payments made by the Mortgagee under involved in handling delinquent payments. more than fifteen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (\$1) for each payment under this mortgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default. Any deficiency in the amount of any such aggregate monthly pay-

- (iv) late charges
(iii) amortization of the principal of the said note; and
(ii) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
(i) interest on the note secured hereby;

shall be applied by the Mortgagee to the following items in the order set forth:
(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 Mortgagee each month in a single payment to mortgaged property, 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' lien 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 suffi-

to the date when such ground rents, premiums, taxes and assess- divided by the number of months to elapse before one month prior estimated by the Mortgagee less all sums already paid therefor taxes and assessments next due on the mortgaged property, plus and other hazard insurance covering the mortgaged property, plus premiums that will next become due and payable on policies of fire (a) A sum equal to the ground rents, if any, next due, plus the

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

That privilege is reserved to pay the debt, in whole or in part on And the said Mortgagee further covenants and agrees as follows: thereof to satisfy the same.

admitted and the sale or forfeiture of the said premises or any part operate to prevent the collection of the tax, assessment, or lien so proceedings brought in a court of competent jurisdiction, which shall less the same or the validity thereof by appropriate legal pro- situated thereon, so long as the Mortgagee shall, in good faith, con- premises described herein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding, that the Mortgagee It is expressly provided, however (all other provisions of this

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

Mortgagee.
of insurance, and in such amounts, as may be required by the indebtedness, insured for the benefit of the Mortgagee in such forms time be on sale premises, during the continuance of said in- thereof; (2) a sum sufficient to keep all buildings that may at any land is situated, upon the Mortgagee on account of the ownership Illinois, or of the county, town, village, or city in which the said or assessment that may be levied by authority of the State of Il- cient to pay all taxes and assessments on said premises, or any tax hereinafter provided, until said note is fully paid, (1) a sum suffi-

men to attach to said premises; to pay to the Mortgagee, as instrument; not to suffer any lien of mechanics' lien or material thereof, or of the security intended to be effected by virtue of this be done, upon said premises, anything that may impair the value To keep said premises in good repair, and not to do, or permit to

And Said Mortgagee covenants and agrees:
benefits to said Mortgagee does hereby expressly release and waive. Exemption Laws of the State of Illinois, which said rights and from all rights and benefits under and by virtue of the Homestead and assigns, forever, for the purposes and uses herein set forth, free appurtenances and fixtures, unto the said Mortgagee, its successors To Have and to hold the above-described premises, with the

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A.T.G.F.
BOX 370
Mortgage

FHA Case No.
131:5869368-703

State of Illinois
BOX 238
LOAN # 7187

This Indenture, made this 9TH day of NOVEMBER 19 89, between

ALLEN GILBERT, A BACHELOR
JAMES F. MESSINGER & CO., INC.

Mortgagor, and

a corporation organized and existing under the laws of ILLINOIS
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 FORTY TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100----- Dollars (\$ 42,850.00-----)

payable with interest at the rate of TEN AND ONE HALF per centum (10%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in WORTH, ILLINOIS, 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

THREE HUNDRED NINETY ONE AND 97/100----- Dollars (\$ 391.97-----) on JANUARY 1, 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

20 19.

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

LOT 16 IN BLOCK 47 IN CHICAGO UNIVERSITY SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 AND THE WEST 3/4 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO: 20-07-222-027

4936 South Marshfield Avenue
Chicago, Illinois 60609

THIS DOCUMENT WAS PREPARED BY:
BERNICE A. FESSETT
JAMES F. MESSINGER & CO., INC.
5161-67 WEST 111TH STREET
WORTH, ILLINOIS 60482

DEPT-01 \$15.00
T#1111 TRAN 8724 11/20/89 14:03100
46230 + *-89-553196
COOK COUNTY RECORDER

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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.

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 (i)) in accordance with the regulations for those programs.

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BOX 238

MORTGAGE

ALLEN GILBERT, A BACHELOR

TO

JAMES F. MESSINGER & CO., INC.

4936 South Marshfield Avenue
Chicago, Illinois 60609

Property of Cook County Clerk's Office

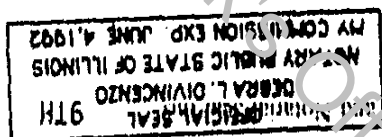
at check

in, and duly recorded in Book

County, Illinois, on the

day of

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



Notary Public
A.D. 19 89
NOVEMBER

Given under my hand and official seal

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

person and acknowledged that

person whose name

IS

foreward, Do Hereby Certify That

THE UNDERSIGNED

County of COOK

State of Illinois

ALLEN GILBERT, A BACHELOR

signed, sealed, and delivered the said instrument as
subscribed to the foregoing instrument, appeared before me this day in
personally known to me to be the same
XXXXXXX
a notary public, in and for the county and State

HIS

including the release and waiver of the right of homestead.

96105533

Witness the hand and seal of the Mortgagor, the day and year first written.
ALLEN GILBERT
(Seal) (Seal)

THE TRANSFER OF PROPERTY RIDER TO DEED OF TRUST/MORTGAGE IS ATTACHED TO AND
RECORDED AS PART OF THIS MORTGAGE.

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FHA CASE NO.
131:5869368-703

**TRANSFER OF PROPERTY RIDER
TO DEED OF TRUST/MORTGAGE**

This Transfer of Property Rider is made this 9TH day of NOVEMBER, 1989 and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between

ALLEN GILBERT, A BACHELOR, the Trustors/Mortgagors,

JAMES F. MESSINGER & CO., INC. , the Beneficiary/Mortgagee, as follows:

Adds the following provision:

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 endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

(*If the property is the principal or secondary residence of the mortgagor enter "12". if the property is not the principal or secondary residence of the mortgagor, "24" must be entered.)

IN WITNESS WHEREOF, Trustor/Mortgagor has executed this Transfer of Property Rider.

Signature of Trustor(s)/Mortgagor(s)

Allen Gilbert

ALLEN GILBERT
4936 South Marshfield Avenue

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