



# UNOFFICIAL COPY

Property of Cook County

Prepared by Name PAMELA SOLAK

WOOD DALE, IL 60191

345 GROSSBETH SQUARE

MORTGAGE COLLENSPONENT OF ILLINOIS, INC.

RECORD AND RETURN TO:



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

of

Page

(County, District or City)

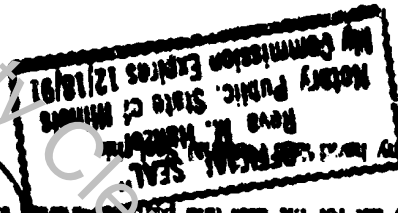
day of

A.D. 19

Filed for record in the Recorder's Office at

File No.

Notary Public



Handwritten signature and date: A.D. 19 87

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

County of Cook State of Illinois  
attest, Do hereby certify that the SCOTT WASHINGTON  
and CYNTHIA R. HOZIER  
person whose names ARE  
person and seal witnessed the  
file and voluntary act for the use and benefit of the mortgagor  
GIVEN under my hand and official seal  
Dated this 16th day of September 1987

\_\_\_\_\_  
[Seal]

SCOTT WASHINGTON  
\_\_\_\_\_  
[Seal]  
CYNTHIA R. HOZIER  
\_\_\_\_\_  
[Seal]

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To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, his 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 (b) said Mortgagee, hereby expressly release and waive

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 mortgage; not to suffer any kind of mechanics' lien or material lien 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 assessment that may be levied by authority of the State of Illinois, or of the county, village, or city in which the said premises are situated, upon the Mortgagee's account of the ownership thereof; (2) a sum sufficient to keep all buildings that may be on said premises during the continuance of said mortgage, and in such amounts as may be required by the Mortgagee;

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any 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 his discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become a part of the principal of the mortgage, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

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If it is expressly provided, however, in any of the 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 improvement thereon, so long as the Mortgagee shall, in good faith, continue to pay the principal of and interest on the mortgage, and in the manner therein provided, privilege is reserved to pay the debt in whole or in part on any installment due date.

That he will properly 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 Mortgagee 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 premium thereon that will next become due and payable on policy of fire and of a hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property, all as examined 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. The moneys to pay said ground rents, premiums, taxes 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 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 Mortgagee 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 per dollar for each day for each payment not to exceed more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagee 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 Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee. If however, the monthly payments made by the Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 the sale 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 shall be applied to the payment of the mortgage, and the Mortgagee shall be deemed to have made such payment.

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 prompt when due, any premiums on such insurance protection 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. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee who may make prompt

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all become due for the use of the premises heretofore described

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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 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 or for a 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 Mortgagee 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, the Mortgagee shall obtain from the duly authorized 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 days time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such determination, 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 Mortgagee's failure to remit the National Housing Act fee to 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 payments 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 (if said principal) and remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, be immediately due and payable.

And to the effect 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 in any court in which such bill is filed may at any time thereafter enter judgment before or after trial, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the insolvency or solvency of the person or persons liable for the payment of the indebtedness secured hereby, at the rate of such applications for a appointment of a receiver or for an order to place the 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 nonresidential owner in order placing the Mortgagee in possession of the premises, to 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 herein above 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 victor's fees and stenographic services 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, to 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, all the costs of such suit or other advertising sale and outlay, including attorneys' fees, and stenographic fees, outlays for documentary evidence and cost of said abstract and examination of title, and 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, and all the accrued interest remaining unpaid on the indebtedness hereby secured, and all the said principal moneys remaining unpaid. The proceeds of the proceeds of the sale of any such premises shall be paid to the Mortgagee.

If the Mortgagee shall pay or cause to be paid any such moneys, manner provided in this mortgage, the Mortgagee shall have the right to file a bill for that purpose in any court in which such bill is filed may at any time thereafter enter judgment before or after trial, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the insolvency or solvency of the person or persons liable for the payment of the indebtedness secured hereby, at the rate of such applications for a appointment of a receiver or for an order to place the 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 nonresidential owner in order placing the Mortgagee in possession of the premises, to 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.

It is Further Agreed that the Mortgagee shall have the right to file a bill for that purpose in any court in which such bill is filed may at any time thereafter enter judgment before or after trial, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the insolvency or solvency of the person or persons liable for the payment of the indebtedness secured hereby, at the rate of such applications for a appointment of a receiver or for an order to place the 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 nonresidential owner in order placing the Mortgagee in possession of the premises, to 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.

The Commission Hereto is authorized and empowered to execute and administer the provisions of this mortgage, and to take all such actions as may be necessary to carry out the provisions of this mortgage, and to execute and administer the provisions of this mortgage, and to take all such actions as may be necessary to carry out the provisions of this mortgage.

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FKA CASE NO.  
131:590200 703B

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

This Transfer of Property Rider is made this 16th day of NOVEMBER, 1989 and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between

SCOTT WASHINGTON AND CYNTHIA R. ROZIER

, the Trustor/Mortgagor(s),

TRANSCONTINENTAL MORTGAGE, INC.

, the Beneficiary/Mortgagee, as follows:

Add 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 executed, 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 on this 16th day of NOVEMBER, 1989.

Signature of Trustor(s)/Mortgagor(s)

  
\_\_\_\_\_  
SCOTT WASHINGTON

  
\_\_\_\_\_  
CYNTHIA R. ROZIER

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INVESTIGATION

STATE OF ILLINOIS  
DEPARTMENT OF JUSTICE

Property of Cook County Clerk's Office

STATE OF ILLINOIS

STATE OF ILLINOIS

