

# UNOFFICIAL COPY

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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 60 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 60 days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligible, 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 ineligible 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.

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 Mortgagor, 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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That life will keep the intercoercionists now existing hereafter exceed all the mortgaged property, insured as may be required from time to time by the mortgagee affording 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 premium, when due, any premiums on such insurance for pay- ment 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 notice by mail to the Mortgagee, in event of loss Mortgagee will give notice by mail to the Mortgagee, who may make proce-

And as Additional Security for the payment of the indebtedness  
afforementioned the Mortgagor does hereby agree 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.

the amount of principal they receive, which is updated under said notice; under subsection (a) of the preceding paragraph as a credit adjustment, the balance due remaining in the funds accumulated.

If the total of the payments made by the Mortgagor under subscription (a) of the paragaph preceding paragraph shall exceed the amount of the insurance premiums actually made by the Mortgagor under such cases, if the sum is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or reduced to the Mortgagor under subscription (a) of the paragaph preceding paragraph shall be made by the Mortgagor, if, however, the monthly charges, and assessments, or insurance premiums, as the case may be, taxes, and assessments, or insurance premiums, in the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor any amount necessary to make up the deficiency, on or before the date when payment of such amount.

Any deterioration in the amount of any such segregate mutually payable shall, unless made good by the Morganagger prior to the 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 not to exceed fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent paym ents.

(ii) interest on the note secured hereby;

(iii) hazard insurance premiums;

(iv) late charges

(v) amortization of the principal of the said note; and

in return to pay real ground rents, premiums, leases and special assessments) and

(ii) A sum equal to the ground rents, if any, next due, plus the premiums that will have 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 (as far as possible before one month prior to the date when such ground rents, premiums, taxes and assess-  
 divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assess-

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the 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:

And the said Mortgagor further covenants and agrees as follows:  
That privilege is received to pay the debt, in whole or in part on  
any instrument due date

therefor to satisfy the same.

or remove any tax assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement(s) located in the same as set forth in the affidavit of service.

such preparations to the property herein mentioned, whereof one, and may make assignments, and transfers of premises, whereof one, and may make any deed necessary for the proper preservation thereof, and any debts or demands so paid or expended shall become so much additional in debt or damages, accrued by this mortgagor, to be paid out of proceeds of the sale of the unexpired premises, if not otherwise paid by the mortgagor to the contrary notwithstanding, that the mortgagee shall not be entitled nor shall it have the right to pay, discharge, or otherwise provide for the payment of any sum or sums due or to become due under this mortgage, except as aforesaid.

payments, or to satisfy any prior claim of noncompliance after claim premises in good repair, the Mortgagor may such taxes.

In case of the refusal of delivery, or if the Addressee is unable such  
Message  
of inaccuracy, and in such circumstances, as may be required by the

permissible provided, until said notice 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 Florida, or of the county, town, village, or city in which the said premises, or of any tax debtances, incurred for the benefit of the mortgagee in such forms thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said in-

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 loss of mechanical men or material men to attach to said premises, or for to the use of the same.

Appurtenances and fixtures, unto the said Mortgagor, its successors and assigns, forever, for the purposes and uses herein set forth, free and clear of all rights and interests 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.

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89576890

State of Illinois

## Mortgage

FHA Case No.

131:5840840 703

This Indenture, made this 30TH.  
JEAN SIZER, A SPINSTER.

day of NOVEMBER , 19 89 , between

, Mortagor, and

HERITAGE MORTGAGE COMPANY  
a corporation organized and existing under the laws of THE STATE OF ILLINOIS  
Mortgagor.

Witnesseth: That whereas the Mortagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

THIRTY SEVEN THOUSAND SIX HUNDRED AND NO/100-- Dollars \$ 37,600.00  
payable with interest at the rate of TEN AND ONE HALF per centum ( 10.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in CHICAGO, 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 FORTY THREE AND 94/100--

Dollars (\$ 343.94 )

on JANUARY 1 , 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 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 Mortagor, 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 Mortgagor, 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:

THE EAST 30 FEET OF LOT 40 IN BLOCK 5 IN SCHILLING HIGHLANDS SUBDIVISION  
OF PART OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 20, TOWNSHIP  
35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,  
ILLINOIS .

THIS INSTRUMENT PREPARED BY:

HERITAGE MORTGAGE COMPANY  
1000 E. 111TH. STREET  
CHICAGO, ILLINOIS 60628  
JOHN R. STANISH, PRESIDENT

RETURN TO:  
HERITAGE MORTGAGE COMPANY  
1000 E. 111TH. STREET  
CHICAGO, ILLINOIS 60628

PROPERTY ADDRESS: 417 W. 16TH. PLACE, CHICAGO HEIGHTS, ILLINOIS 60411

PTIN: 32-19-414-077 VOL. 014

89576890

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 Mortagor 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.

HMC#15-03844

Page 1 of 4

HUD-82110M.1 (B-86 Edition)

24 CFR 203.17(a)

Great Lakes Business Forms, Inc.  
Form No. 2432 (8611)

To Dealer Call Great Lakes Business Forms, Inc.  
Nationally 1-800-366-0888 Michigan 1-800-366-0943

Box 641

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I, THE UNDERSIGNED		JEAN SIZER, A SPINSTER	of the County and State of	Illinois, on the day of	Page
afforssaid, Do hereby Certify That		A Notary Public, in and for the County and State			
am/wife, personally known to me to be the same		person whose name is			
, this wife, personally known to me to be the same		subscribed to the foregoing instrument, appeared before me this day in			
and acknowledged that		she signed, sealed, and delivered the said instrument as HER			
free and voluntary act of the uses and purposes herein set forth, including the release and waiver of the right of homestead.		SHE			
		Given under my hand and seal this			
		30TH NOVEMBER day, A.D. 1989			
<i>Leanne Sizer</i>		<i>Leanne Sizer</i>			
Notary Public		NOTARY PUBLIC Valerie Edmunds, Seal No. 1001 M/Carmelization #991457, Exp. 12/13/1991			
		Filed for Record in the Recorder's Office of			
		County, Illinois, on the day of			
		A.D. 19			

1. THE UNDERSTANDING JEAN SIEZER, A SPINSTER  
a notable public, in aid for the country and State  
a noteworthy celebrity that

ANSWER TO APPENDIX

Editorial office of CGGOK

STATE OF ILLINOIS

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<sup>6</sup> See also the discussion of the relationship between the concept of ‘cultural capital’ and the concept of ‘cultural value’ in the introduction.

**10.10.10.10** **10.10.10.10** **10.10.10.10** **10.10.10.10**

JUAN SIZZER

ISSN 1062-1024 • 100 • 100

MINIMUM WAGE BILL NUMBER: 201-10-1976 OUR DRAFT 201-10-1976

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89-576890

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162

1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628

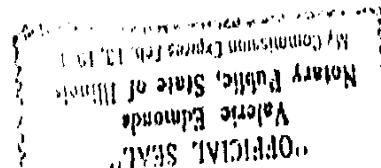
ADDRESS

This instrument was prepared by HERITAGE MORTGAGE COMPANY

COMMERCIAL EXPRESSES

NAME

NOTARY PUBLIC



GIVEN under my hand and affixed seal, this 30<sup>th</sup> day of NOV, 1989.

Person whose name is subscribed to this foregoing instrument, appraised before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as HER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT JEAN SIEBER, A SPINSTER,

in the state aforesaid, is a notary public in and for the said County,

COUNTY OF COOK 55.

STATE OF ILLINOIS

COOK COUNTY RECORDER

41724 \* - 89-576890

16333 TRAN 2935 12/04/89 15:21:00 415.00

BORROWER DATE

BORROWER DATE

BORROWER DATE

BORROWER JEAN SIEBER DATE

PROPERTY IS SOLD OR OTHERWISE TRANSACTED (OTHER THAN BY DIVISION, DESCENT OR OPERATION OF LAW) BY THE MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER THAN 12 MONTHS AFTER THE DATE OF EXECUTION OF THIS MORTGAGE OR NOT LATER THAN 12 MONTHS AFTER THE DATE OF PAYMENT OF THE REMAINDER OF THE PROPERTY SUBJECT TO THE MORTGAGE, TO A PURCHASER WHOSE TRANSFER HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENT OF THE LAW.

All FHA Mortgages - Effective 12/1/86

CASE # 31:5840840 703