

# UNOFFICIAL COPY

89583600

Loan # 2921073

State of Illinois

FHA Case No.  
131: 590 8166 703B

## Mortgage

This Indenture, made this 6th day of December, 1989, between  
MATHEW R. SZWAJKOWSKI and DIANE M. SZWAJKOWSKI, His Wife

Mortgagor, and

Midwest Funding Corporation

Mortgagee.

a corporation organized and existing under the laws of the State of Illinois

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 Sixty-one thousand one hundred and 00/100 Dollars (\$ 61,100.00 )

payable with interest at the rate of Ten and one half per centum ( 10.5000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

1020 31st Street, Suite 401, Downers Grove, Illinois 60515, 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 Five hundred fifty-eight and 91/100 Dollars (\$ 558.91 )

on the first day of February 02, 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 January, 20 20.

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 and presents Mortgage and Warranty 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:

THE SOUTH 1/2 OF THE EAST 1/2 OF LOT 63, IN FREDERICK H. BARTLETT'S FULLERTON AVENUE FARMS, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4, (EXCEPT THE EAST 20 ACRES THEREOF, AND EXCEPT THE EAST 3 ACRES OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SAID NORTHWEST 1/4), IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE 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 AS IF THE RIDER WERE A PART HEREOF.

Item # 12-33-100-028

Also known as 10300 WEST MEDILL AVENUE, MELROSE PARK, ILLINOIS 60164

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Together with all and singular the tenements, hereditaments and appurtenances therunto 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.

HUD-92116-M.1 (9-88 Edition)  
24 CFR 203.17(a)

0 0 9 2 R S 6 Page 1 of 4

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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 pay- ment 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof

(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 herefor 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

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee 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 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.

And the said Mortgagee 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.

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Whenever the said Mortgage 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 Mortgage, 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 Mortgage; lease the said premises to the Mort- gator 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 heretofore 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 Mort- gagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, 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, or legal proceeding, 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, or days for documentary evidence and cost of said abstract and examination of title; (2) all moneys advanced by the Mortgagee, if any, for the purchase 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 Mortgagee.

If the Mortgagee shall pay and 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 con- veyance shall be null and void and the Mortgagee, executor, administrator, successors, and assigns of the parties hereto, release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all states or laws which require the earlier execution or delivery of such release or satisfaction by the Mortgagee.

It is Expressly Agreed that no extension of the time for pay- ment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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. However used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

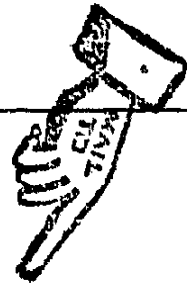
That if the premises, or any part thereof, be considered under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagee 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 sixty 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 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 Mortgagee's failure to remit the National mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment pro- vided for herein and in the note secured hereby for a period of thirty (30) days after the due date hereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole or said principal sum remaining unpaid (together with accrued in- terest 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 Mortgagee, or any party claiming under said Mortgagee, 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 (will 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 defi- ciency, 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.

# UNOFFICIAL COPY



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PREPARED BY: JANET ROLAND  
RETURN TO: MIDWEST FUNDING CORPORATION  
1020 31ST STREET, SUITE 401  
DOWNERS GROVE, ILLINOIS 60515

Property of Cook County Clerk's Office

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

Doc. No. \_\_\_\_\_  
"OFFICIAL SEAL"  
Letitia M. Reilly, Notary Public, State of Illinois  
My Commission Expires on 12/31/93

Filed for Record in the Recorder's Office of \_\_\_\_\_

day of \_\_\_\_\_

A.D. 1989

Notary Public: \_\_\_\_\_

*[Signature]*  
December \_\_\_\_\_ day of \_\_\_\_\_

A.D. 1989

Given under my hand and Notarial Seal this \_\_\_\_\_ 6th \_\_\_\_\_

and \_\_\_\_\_ person whose name \_\_\_\_\_ ARE  
person and acknowledged that \_\_\_\_\_  
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
signed, sealed, and delivered the said instrument as \_\_\_\_\_ THEIR  
submitted to the foregoing instrument, appeared before me this day in \_\_\_\_\_  
\_\_\_\_\_ personally known to me to be the same  
\_\_\_\_\_ a notary public, in and for the county and State  
\_\_\_\_\_ and DIANE M. SZWAJKOWSKI, his wife  
\_\_\_\_\_ THE UNDERSIGNED  
\_\_\_\_\_ Do Herby Certify That MATHEW R. SZWAJKOWSKI  
\_\_\_\_\_ County of \_\_\_\_\_ State of Illinois

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

MATHEW R. SZWAJKOWSKI  
*[Signature]*  
DIANE M. SZWAJKOWSKI  
*[Signature]*

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

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89-583600

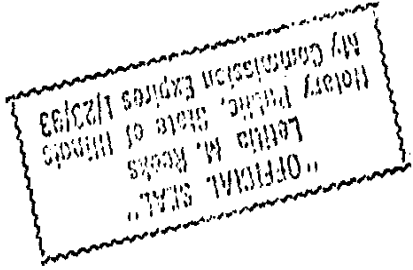
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FORM 03-118

KN 021-1

This instrument was prepared by Midwest Funding Corporation  
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

89583600



Commission Expires \_\_\_\_\_

Notary Public

*[Signature]*

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.  
appeared before me this day in person, and acknowledged that \_\_\_\_\_ the \_\_\_\_\_ signed, sealed and delivered the  
personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument,  
that \_\_\_\_\_ and DIANE M. SZWABKOWSKI, his wife  
MATHIEW R. SZWABKOWSKI, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY

DEPT-01 RECORDING 416.25  
143333 TRAN 3228 12/07/89 10:22:00  
42610 + C \* -89-583600  
COOK COUNTY RECORDER

State of \_\_\_\_\_  
County of \_\_\_\_\_  
SS. \_\_\_\_\_  
*[Signature]*

Borrower	Date
Borrower	Date
Borrower DIANE M. SZWABKOWSKI	December 6, 1989
Borrower MATHIEW R. SZWABKOWSKI	December 6, 1989

The mortgage 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 no 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 not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months."

All FHA Mortgages - Effective 12/01/86

## FHA MORTGAGE ACCELERATION CLAUSE

LOAN# 2921073  
CASE# 131: 590 8166 703B