

# UNOFFICIAL COPY

8 7 6 2 89621375

State of Illinois  
BOX 238  
LOAN # 7222

## Mortgage

PLA Case No

131:5898148-703

This Indenture, made this 21ST day of DECEMBER, 19 89, between

KYONG CHA MENOR DIVORCED AND NOT SINCE REMARRIED  
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 THIRTY THOUSAND NINE HUNDRED AND NO/100-----  
Dollars (\$ 30,900.00-----+

payable with interest at the rate of TEN  
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

TWO HUNDRED NINETY EIGHT AND 19/100----- Dollars (\$ 298.19-----)  
on FEBRUARY 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 JANUARY

20 10 .

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, doth by these presents Mortgage and Warrant 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 23 IN OLYMPIA TERRACE UNIT NO. 2, A SUBDIVISION OF PART OF THE NORTHEAST  
1/4 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PERMANENT TAX NO: 32-17-123-008

136 Strieff Avenue  
Chicago Heights, Illinois 60411

THIS DOCUMENT WAS PREPARED BY:  
BERNICE A. FESSETT  
JAMES F. MESSINGER & CO., INC.  
5161-67 West 111th Street  
Worth, Illinois 60482

89621375

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.

# **UNOFFICIAL COPY**

136 Strieff Avenue  
Chicago Heights, Illinois 60411

BOX 238  
MORTGAGE  
KYONG CHA MENOR DIVORCED  
AND NOT SINCE REMARRIED  
TO  
JAMES F. MESSINGER & CO., INC.

at 9 o'clock

and duly recorded in book

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21ST	day	DECEMBER	OF 1964
Governor of the State of Florida Seal this			"OFFICIAL SEAL"
Tina M. Fugate			Notary Public
Tina M. Fugate			Notary Commission Exp. 5-15-95
Tina M. Fugate			Joe C. Nod

1. THE UNDERSIGNED aforesaid, Do hereby certify That KYONG CHA MENOR DIVORCED AND NOT SINCE REMARRIED , a Notary Public, in and for the County and State of NEW YORK, personally known to me to be the same person whose name is , (WITNESS), personally known to me to be the same person and acknowledged that SHE signed, sealed, and delivered the said instrument, appreared before me this day in free and voluntary recd for the uses and purposes herein set forth, including the release and waiver of the right of homestead.
--

County of Cook

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

Witnesses the hand and seal of the Mortgagee, the day and year first written.  
WITNESS  
KONG CHA MENOR  
[Signature]  
[Seal] [Seal]

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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 him 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 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 suit, 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 Mortgagee 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 the Will keep the improvements now existing or hereafter erected on the mortgaged property, insured as required from time to time by the Mortgagor against loss by fire and other hazards, causative and contingencies in such amounts and for such periods as may be required by the Mortgagor and for such amount as may be required by the Mortgagor to cover insurance premiums on such insurance for pay-  
ly, when due, any premium on such insurance for pay-  
ment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagor and the  
policies and renewals thereof shall be held by the Mortgagor and  
have attached thereto loss payable clauses in favor of and in form  
acceptable to the Mortgagor. In event of loss Mortgagor will give  
immediate notice by mail to the Mortgagor, who may make proof

And as Additional Security for the Payment of the indebtedness  
arose said the Mortgagee does hereby resign to the Mortgagor all  
the rents, issues, and profits now due or which may hereafter  
become due for the use of the premises hereinabove described.

Any additional money in the amount of any such additional monthly payment shall, unless made good by the Mortgagor 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 more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(iv) Late charges

(iii) Intercast on the note secured hereby;  
hazard insurance premiums;

Particulars and all payments to be made under the note secured hereby shall be added together and the aggregate amounts thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order of forth:

(ii) All previous publications in the proceedings shall consist of the assessments; and

(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 Mortgagor) 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 assess-

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note heretofore, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

That privilege is reserved to pay the debt, in whole or in part on  
any instalment due date.

such premiums, and insurance premiums, when, and may make  
assessments, and contributions to the property herein mortgaged as in its discretion it  
may deem necessary for the proper preservation and safety of the  
monies so paid or expended shall become so much additional in  
debtors, secured by this mortgage, to be paid out of the proceeds of  
the sale of the mortgaged premises, if not otherwise paid by the  
mortgagor.

appurtenances and fixtures, unto the said Mortgagee, its successors  
and assigns; however, unto the said Mortgagee, its successors  
and assigns, for the purpose and uses herein set forth, free  
and clear, all rights and benefits under and by virtue of the Homestead  
Law of the State of Illinois, which said rights and  
benefits to said Mortgagee does hereby expressly release and waive.

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FHA CASE NO.

131:5898148-703

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

This Transfer of Property Rider is made this 21ST day of DECEMBER, 1989 and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between

KYONG CHA MENOR DIVORCED AND NOT SINCE REMARRIED

, 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 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.

Signature of Trustor(s)/Mortgagor(s)

Kyong cha Menor

KYONG CHA MENOR  
136 Strieff Avenue

896212

FORM 2994 (8812)

GLBF 10 NAPERVILLE CALL GREAT LAKES BUSINESS FORMS INC.  
IL 60521-3800 • 815 893-0800 • 815 893-0843 • FAX 815 893-0838

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Case No. 100-0000000  
Court No. 100-0000000

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