

# UNOFFICIAL COPY

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State of Illinois

## Mortgage

FHA Case No.

131-5500668-703B

This Indenture, made this 25th day of JANUARY, 19 89, between

RITA L. SIMMONS/ A SPINSTER

, Mortgagee, and

FIRST STANDARD MORTGAGE CORPORATION  
a corporation organized and existing under the laws of

THE STATE 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 NINE THOUSAND TWO HUNDRED FIFTY AND 0/100  
Dollars (\$ 39,250.00 )

payable with interest at the rate of --- ELEVEN ---

per centum ( 11.000 % ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

HICKORY HILLS IL 60457

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 SEVENTY THREE AND 79/100

Dollars (\$ 373.79 )

on the first day of MARCH

, 19 89

, 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 FEBRUARY

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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:

LOTS 19 AND 20 IN BLOCK 2 IN FREDERICK H. BARTLETT'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTI# 20-19-424-043 VOL 428

PTI# 20-19-424-044 VOL 428

COMMONLY KNOWN AS: 7048 SOUTH WINCHESTER AVENUE, CHICAGO, IL 60636

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

Previous edition may be used until supplies are exhausted

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Property of Cook County Clerk's Office



RECORD AND RETURN TO:  
MORTGAGE CORRESPONDENTS OF ILLINOIS, INC  
345 GEORGETOWN SQUARE  
WOOD DALE, IL 60191  
Preparer's Name PAMELA SOLAK

Book No. \_\_\_\_\_, filed for Record in the Recorder's Office of \_\_\_\_\_ County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

Notary Public  
*[Signature]*  
A.D. 1989

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1989, I, \_\_\_\_\_, a Notary Public, in and for the county and State of Illinois, personally known to me to be the sure person whose name \_\_\_\_\_, RITA L. SIMMONS, a person \_\_\_\_\_, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed, and delivered the said instrument as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois  
County of \_\_\_\_\_

RITA L. SIMMONS  
*[Signature]*  
[Seal] [Seal]

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

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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 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 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 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, or in such an action is pending to foreclose the mortgage on a real estate mortgage, the said Mortgagee, in its discretion, may cause the said premises in good repair, pay, and carry out all repairs and assessments as may be due on the said premises, may cause to maintain such insurance on the said premises as shall be required by the Mortgagee, lease the said premises to the Mortgagor or others upon such terms and conditions, with or beyond any period of redemption, as are approved by the court, collect and receive the rents, issues, and profits of the premises hereinafore described, and employ such persons and expend such moneys as may be necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of the mortgage by the Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees and stenographers' fees, compliance in such proceeding, and also for all other documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of other suit or legal proceeding, wherein the Mortgagee made a party thereto, a reason of the mortgage, its expenses, and the reasonable fees and charges of the solicitors of the Mortgagee, made parties to such suit or proceeding, shall be a further lien on the said premises under the mortgage, and all such shall become so much additional indebtedness secured, 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 in pursuance of any such decree, all the cost of such suit, advertising, sale, and conveyance, including all solicitor's, and stenographers' fees, outlays for documentary evidence, and cost of land abstract and examination of title, 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, less such advances are made, (3) all the accrued interest on such unpaid on the indebtedness hereby secured, and (4) all the 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 observe all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within 30 days after written demand therefor by Mortgagee, release or satisfaction of this mortgage, and Mortgagor waives the benefits of all statutes or laws which require earlier execution or delivery of such release or satisfaction to Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee, or any successor in interest of the Mortgagee, shall operate 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 thereto. 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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FHA CASE NO  
131:5500668 703B

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

This Transfer of Property Rider is made this 25th day of JANUARY, 1989 and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between

RITA L. SIMMONS

, the Trustors/Mortgagors,

FIRST STANDARD MORTGAGE CORPORATION

, 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)

*Rita L. Simmons*

RITA L. SIMMONS

: DEPT-01 915.25  
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: 49133 + C \* -89-040772  
: COOK COUNTY RECORDER

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