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State of Illinois

Mortgage

FIA Case No.

131-5500668 703B

This Indenture, made this 25th day of JANUARY, 19 89, between
RITA L. SIMMONS / A SPINSTER, Mortgagor, 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, 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 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, 2019.

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 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:

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 SOUTHEAST 1/4 OF THE SOUTHEAST 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 60616

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

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

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Prepared by _____'s Name PAMELA SOLAK

16109 11 33100 000M

345 BIRGFETOWN SQUARE

MORTGAGE CORRESPONDENTS OF ILLINOIS, INC.

RECORD AND RETURN TO:

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I, KITA L. SIMMONS, do hereby certify that I am a notary public, in and for the county and State of Arkansas. My signature is affixed to the foregoing instrument, personally known to me to be the same as my true name. I further certify that I have read and understood the above and foregoing instrument and that it is my free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. I further certify that I have read and understood the said instrument as HEREBY signed, sealed, and delivered by the said instrument as Person who signed. I S. SHE person and acknowledge that

a nearly public, in and for the country and State

Sample of business plan

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[Page 1]

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SNOWMIS · L'VIVIA

Wishes for the third and final of the 20th century, the day and year first written

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from time to time by the Mortgagor and other persons by him and other
sureties, covenants and contingencies in such amounts and for such
periods as may be required by the Mortgagor and for such
sums, 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 Mortgagor and the
polices and renewals thereof shall be held by the Mortgagor and the
aces attached thereto less payable clauses in favor of and in form
according to the Mortgagor in event of loss Mortgagor will give
immediate notice by mail to the Mortgagor, who may make proce-

And as Additional Security for the payment of the Indemnity
presented the Aborigines who hereby assent to the Aborigines
the rents, issues, and profits now due or which may hereafter
accrue due for the use of the premises hereinabove described.

parcements made by the Mortgagor under subsection (e) of the
Deed of Assignment 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, when the Mortgagor
fails to pay to the Mortgagor any amount necessary to make up the
deficiencies, or before the date when payment of such premium
becomes due, assessments, or insurance premiums shall be due. If at
any time the Mortgagor shall tender to the Mortgagor, in accor-
dance with the terms of the note secured hereby, full payment
of all the amounts hereinabove represented hereby, the Mortgagor shall
in consideration of such independence, credit to the ac-
count of the Mortgagor any balance remaining in the funds ac-
cumulated under the provisions of subsection (a) of the preceding
paragraph. It shall be a defense under any of the provisions
of this mortgage to sue in a public sale of the premises covered
hereby, or if the Mortgagor secures the property otherwise than
by sale, at the time the property is otherwise disposed of, or
otherwise than by sale, at the time the Mortgagor secures the
same of such predecessors, or, if the Mortgagor shall not be
sufficient, the funds accumulated, the balance remaining in the
funds accumulated under the preceding paragraph as a credit against

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under subsection (a) of the preceding paragraph paid up to the date of the subsequent payment to be made by the Mortgagor, or refunded to the Mortgagor if, however, the mortgagor shall be entitled on subsequent payments to the option of the Mortgagor, except as herein is current, at the option of the Mortgagor, such excess, or the balance of insurance premiums, as the case may be, shall be credited on subsequent payments to the Mortgagor.

Any deferral of the amount of any such after-tax payment by
an investment shall, unless made good by the Admistrator prior to the due
date of the next such payment, constitute an event of default.
Under this notwithstanding the Admistrator may collect a "late charge"
not to exceed two cents (\$0.02) for each dollar (§1) for each payment
made more than fifteen (15) days in arrears, to cover the extra expense
incurred in handling delinquent payments.

(a) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(b) interests or the note secured hereby;

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

(b) All other payments mentioned in the preceding subsections shall be added together and all payments to be made under this section secured before any payment may be made to the trustee.

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And the said Attorney further certifies and affeas 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 herein provided; Privilege is reserved to pay the debt in
whole or in part on any installment due date.

If it is expressly provided, however, tall other provisions of this mortgage to the contrary notwithstanding, that the Mortgagor shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or against the Mortgagor, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or tax imposed by appropriate legal proceedings.

And the said Mortgagor further covenants and agrees as follows:

In case of the refusal of negotiati^{on} or the deterioration of the market value of the property held by the lessee, the lessor may require the lessee to pay the amount of the difference between the market value of the property held by the lessee and the amount paid by the lessee for the acquisition of the property held by the lessor, or to keep such amount as a deposit until the lessee has paid the amount of the difference between the market value of the property held by the lessee and the amount paid by the lessee for the acquisition of the property held by the lessor.

wherever it may be required, and in such immovable, as may be required by the
debtors, insured for the benefit of the mortgagee in such forms
as he or she may desire to keep the burdens that may be upon
the same subject to account of the ownership
and is liable, upon the mortgagee, to pay all taxes and assessments
of the county, town, village, or city in which the said
motions of the court, now, will be heard by authority of the State of II
or assessment that may be levied by authority of the State of II
court to pay all taxes and assessments on said premises, or any tax
hereinafter provided, until said note is fully paid, (I) in sum forty

To keep such purchases in stock requires, and does not do, the permanent
involvement, or out of the security intended to be effected by virtue of this
arrangement, nor to suffer any loss of mechanics men or materials.

To those and to those the above described premises, within the appurtenances and fixtures, unto the said Mortgagor, 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 following and such other and further covenants and agreements, as follows:

And Said Mortgagor covenants and agrees:

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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 from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligiblety, 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 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 set mortgage, the said Mortgagee in its discretion may let and lease said premises in good repair, pay and collect rent, back rent, assessment, as may be due on the said premises, pay and maintain such securities as may be required and shall be required by the Mortgagee, lease the said premises to the Mortgagor or others upon such terms and conditions, and for so long or beyond any period of tenancy, as the Mortgagee may require, and collect and receive the rents, issues, and profits of the use of the premises hereinabove described, and may hire persons and expend such funds as may be necessary and necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of the mortgage, the Mortgagee in any court of law or equity, a reasonable sum allowed for the solicitor, fees and stenographers' fees, to be compliant in such proceeding, and also for ad valorem documentary evidence and the cost of a complete abstract title for the purpose of such foreclosure, and in case of other suit or legal proceeding wherein the Mortgagee made a party thereto, the sum of the mortgage, its expenses, and the reasonable fees and charges of the or solicitors of the Mortgagee or such party to such suit or proceeding, shall be a further liability of the said premises under this mortgage, and all such amounts 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 sale, including advertising, sale and conveyance, including all solicitors', and stenographers' fees, outlays for documentary evidence and cost of abstract and examination of all the money advanced by the Mortgagee, of any purpose authorized in the mortgage with interest thereon at the rate set forth in the note secured hereby, less all such advances are made, (3) all the accrued interest unpaid on the indebtedness hereby secured, and (4) all principal money remaining unpaid. The overplus of the sale, if any, shall then be paid to the Mortgagee.

If the Mortgagor shall pay said note at the time and manner aforesaid and shall abide by and comply with and perform all the covenants and agreements herein, then this covenant shall be null and void and Mortgagee will release, 30 days after written demand therefor by Mortgagor, release or satisfaction of the mortgage and Mortgagor waives the benefits of all statutes of laws which require either execution or delivery of such release or satisfaction of Mortgagee.

It is Expressly Agreed that no extension of the payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to in any manner, the original liability of the Mortgagee.

The Covenants Contained shall bind and the and advantages shall inure, to the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural 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 after 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

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:	COOK COUNTY RECORDER	

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