UNOFFICIAL COPY

4692553/no/fi

89045106

Loan # 004418-1

State of Illinois

FHA Case No.
131: 558 8466 703B

Mortgage

This Indenture, made this 27th day of January, 1989, between JESUS R. MARTINEZ and ROGELIA MARTINEZ, His Wife, Mortgagor, and Midwest Funding 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 Seventy-two thousand four hundred fifty and NO/100 - Dollars ($ 72,450.00) payable with interest at the rate of Eleven per centum (11.00000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DOWNERS GROVE, 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 Six hundred eighty-nine and 96/100 - Dollars ($ 689.96) on the first day of March 01, 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, 20 19.

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:

LOT 28 IN BLOCK 1 IN PARKHOLME SUBDIVISION OF BLOCK 14 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, 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 # 16-21-407-017
Also known as 1633 SOUTH 48TH COURT, CICERO

89045106

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.

HUD-92116-M.1 (9-86 Edition)
24 CFR 203.17(a)

VMP-4A(IL) (8710)
VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

Property of Cook County Clerk's Office

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

J. R. Martinez [Seal] Rogelia Martinez [Seal]

JESUS R. MARTINEZ ROGELIA MARTINEZ

[Seal] [Seal]

State of Illinois

County of Cook

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That JESUS R. MARTINEZ and ROGELIA MARTINEZ, HIS WIFE, his wife, personally known to me to be the same person whose name ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 27th day January, A.D. 1989

Notary Public.

8904510б

Doc. No. , Filed for Record in the Recorder's Office of

County, Illinois, on the day of A.D. 19

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

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

To Have and to Hold *the above-described premises,* with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein *set forth, free from all rights* and benefits 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.

And Said Mortgagor covenants and agrees:

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 lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until *said note 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 Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the *Mortgagee in such forms* of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such *payments,* or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises *in good repair,* the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make *such repairs to the property herein mortgaged* as *in its discretion* it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee 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 the *improvement* situated *thereon, so long* as the Mortgagor shall, in good faith, contest the *same or* the validity thereof by appropriate legal proceedings brought in a court of *competent jurisdiction,* which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or *forfeiture of the said premises or any part thereof to satisfy the same.*

And the said Mortgagor *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.

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

(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 therefor 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 special assessments; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby *shall be added together and the aggregate amount thereof* shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to *the following items in the order set forth*:

(i) ground rents, if any, taxes, special assessments, fire, and other *hazard insurance premiums;*
(ii) interest on the note secured hereby;
(iii) amortization of the *principal of the said note,* and
(iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the *Mortgagor prior to the due* 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.*

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 Mortgagee for ground rents,* taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, *shall be credited on* subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by *the Mortgagor under subsection (a)* of the preceding paragraph 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, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or *before the date when payment* of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the *Mortgagee, in accordance with* the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing *the amount* of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection *(a) of the preceding paragraph.* If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if *the Mortgagee acquires* the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at *the time the property* is otherwise acquired, the balance then remaining in the funds accumulated under subsection *(a)* of the preceding paragraph as a credit against *the amount of principal* then remaining unpaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor 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 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 Mortgagor will give* immediate notice by mail to the Mortgagee, who may make proof

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 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 sixty 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 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 [illegible] the above described [illegible] an action is pending [illegible] mortgage, the said Mortgagee [illegible] said premises in good [illegible] assessments as may [illegible] maintain such insurance [illegible] [illegible] by the Mortgagee [illegible] lease the said premises [illegible] gagor or others upon [illegible] conditions [illegible] or beyond any period of redemption [illegible] court, collect and receive the rents [illegible] use of the premises hereinabove described [illegible] persons and expend [illegible] such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of this mortgage [illegible] gagee in any court of law or equity, a reasonable [illegible] allowed for the solicitor's fees [illegible] complainant in such proceeding [illegible] 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 [illegible] made a party thereto by reason of this mortgage [illegible] expenses, and the reasonable fees and charges of the [illegible] or solicitors of the Mortgagee [illegible] parties [illegible] such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all [illegible] 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 any 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.

Property of Cook County Clerk's Office

93445145

UNOFFICIAL COPY

LOAN# 004418-1

CASE# 131: 558 8466 703B

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

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 endorsed for insurance, 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."]

Jesus R. Martinez — January 27, 1989

Borrower JESUS R. MARTINEZ — Date

Rogelia Martinez — January 27, 1989

Borrower ROGELIA MARTINEZ — Date

Borrower — Date

Borrower — Date

DEPT-01 RECORDING $15.25
T#2222 TRAN 3095 01/30/89 09:15:00
#6093 # B *-89-045106
COOK COUNTY RECORDER

State of IL

County of Cook

SS.

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JESUS R. MARTINEZ and ROGELIA MARTINEZ, His Wife personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of January, 1989.

Notary Public

4-12-90

Commission Expires

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

-89-045106

89045106

KK 021 F — Rev. 03 88

15.25

Property of Cook County Clerk's Office