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AP 4: 1031105

89051692

State of Illinois

Mortgage

FHA Case No.

101-5643476-740

This Indenture, made this 31ST day of JANUARY, 1989, between
JESUS VASQUEZ, A BACHELOR,

, Mortgagor, and

CENTRUST MORTGAGE CORPORATION, a corporation organized and existing under the laws of CALIFORNIA, , 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 FOURTY SIX THOUSAND EIGHTY SEVEN AND NO/100

Dollars (\$ 46,087.00)

payable with interest at the rate of ELEVEN AND ONE HALF per centum (11.5000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 950 S.W. 12TH. AVE., DESEFIELD BEACH, FL 33442, 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 FOUR HUNDRED FIFTY SIX AND 40/100

Dollars (\$ 456.40)

on the first day of MARCH, 1989, 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:

LOT 5 IN CHARLES E. WOLF'S RESELL DIVISION OF LOTS 11, 10, 20 IN BLOCK 2 IN GANS AND FREEMAN'S SECTIONAL DIVISION OF PART OF BLOCKS 2, 3 AND 4 IN HUCKLEBERRY PARK ADDITION TO CHICAGO IN THE EAST HALF OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.M.: 16-02-414-025 VALUE: \$40

FHA Assumption Rider attached and made a part here-to.

3200 WEST ALMISTIA BOULEVARD
CHICAGO, IL 60651

89051692

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 (9-86 Edition)
24 CFR 203.17(a)

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HUD-92118M-1

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Property of Cook County Clerk's Office



Doc. No.

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

of

Page

day of

County, Illinois, on the

A.D. 19

day of

31

Given under my hand and Notarial Seal this

31 day of January A.D. 1989

free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead,

person and acknowledged that
signed, sealed, and delivered the said instrument as *hus*

subscribed to the foregoing instrument, appeared before me this day in

the wife, personally known to me to be the same

and acknowledged, to have been made by *hus*, a notary public, in and for the County and State

of Illinois, County of *Cook*, State of Illinois

State of Illinois

[Seal]

[Seal]

[Seal]

[Seal]

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

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immediately notice by him to the Mortgagor, who may make good
accordable to the Mortgagor. In event of loss Mortgagor will give
have attached thereto loss payable clauses in favor of and in form
policies and renewals thereof shall be held by the Mortgagor and
pertains to the Mortgagor.

(e) All payments mentioned in the preceding subsection of this
paraphraph shall be added together and the aggregate amount thereof
from time to time by the Mortgagor to be made under the secured
erection of the mortgaged property, insured as may be required
hazard, casualties and contingencies in such amounts and for such
time to time by the Mortgagor for the protection of the
principal and interest of the property, now existing or hereafter
erected on the property, now existing or hereafter
erected with the principal of the improvements now existing or hereafter
erected due for the use of the premises hereinafore described.

And as Additional Security for the payment of all the indebtedness
of the rents, issues, and profits now due or which may hereafter
arose said the Mortgagor does hereby assent to the Mortgagor all
the amount of principal then remaining unpaid under said note,

the amount of premiums then remaining unpaid under said note,
under subsection (d) of the preceding paragraph, as a credit against
accrued, the balance then remaining in the funds accumulated
ment of such proceedings or at the time the property is otherwise
decreased, the Mortgagor shall pay, at the time of the committee
hereby, or at the Mortgagor's expense, according to the property otherwise after
of this mortgage remaining in a public sale of the premises covered
paragraph, if there shall be a default under any of the provisions
stipulated hereon, so long as the Mortgagor shall be in good faith, con-
cerning the rights, remedies, representations of subsection (d) of the preceding
count of the day; after any balance remaining in the funds ac-
in computing the amount of such indebtedness, credit to the ac-
tions, and the provisions of the note secured hereby, full payment
any time the Mortgagor shall endeavor to the Mortgagor, in accor-

of insurance, assessments, or insurance premiums shall be paid
reducing, on or before the date of such payment of such ground
shall pay to the Mortgagor any amount necessary to make up the
when the same shall become due and payable, when the Mortgagor
taxes, and assessments, or insurance premiums, as the case may be,
precipitate paragraph shall not be sufficient to pay ground rents,

payments made by the Mortgagor under subsection (d) of the
mortgage, or refunded to the Mortgagor, if, however, the Mort-
gagor, or received on subsequent payments to be made by the Mort-
gagor, shall be credited on the loan is current, at the option of the Mort-
gagor, such excess, if the loan is current, or insurance premiums, as the case may be,
taxes, and assessments, or insurance premiums for ground rents
of the payments actually made by the Mortgagor under
subsection (d) of the preceding paragraph shall exceed the amount
in the total of the payments made by the Mortgagor under

assessments in handling delinquency payments.
involved in handling delinquency payments.
more than fifteen (\$15) days in arrears, to cover the extra expense
not to exceed four cents (\$0.04) for each dollar (\$1) for each payment
under this mortgage. The Mortgagor may collect a "late charge"
date of the next such payment, constituting an event of default.
ment shall, unless made good by the Mortgagor prior to the due
Any deficiency in the amount of any such aggregate monthly pay-

ment to satisfy any taxes or prior lien or encumbrance other than
for taxes or assessment or negligence of the Mortgagor to make such
that for taxes or assessment or negligence of the Mortgagor to make such
in case of the refusal or neglect of the Mortgagor to pay the
Mortgagor.

If the total of the payments made by the Mortgagor under
insurance, and in such amounts, as may be required by the
debts, assessed far the benefit of the Mortgagor in such forms
time be on said premises, during the continuance of said in
thereof; (2) a sum sufficient to keep all buildings that may at any
land is situated, upon the Mortgagor on account of the ownership
liens, or of the country, town, village, or city in which the said
of assessment that may be levied by authority of the State of Illi-
corn to pay all taxes and assessments on said premises, or any tax
hereinafter provided, until said note is fully paid, (1) a sum suffi-

cient to attach to said premises, to pay to the Mortgagor, as
insurance, and in such amounts, as may be required by the
debts, assessed far the benefit of the Mortgagor in such forms
time be on said premises, during the continuance of said in
thereof; or of the security intended to be effected by virtue of this
be done, upon said premises, applying that may impair the value
To keep said premises in good repair, and not to do, or permit to

and Said Mortgagor covenants and agrees:

(i) amortization of the principal of the note secured hereby;
(ii) interest on the note secured hereby;

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

forth:

be applied by the Mortgagor to the following items in the order set

shall be paid by the Mortgagor each month in a single payment to

hereby, shall be added together and the aggregate amount thereof

paraphraph and all payments to be made under the note secured

(j) All payments mentioned in the preceding subsection of this

special assessments; and

appurtenances and fixtures, unto the said Mortgagee, with the

and assessors, forever, for the purposes and uses herein set forth, free

and all rights and benefits under and by virtue of the Homestead

Exemption Law of Illinois, which said rights and

benefits to said Mortgagee does hereby expressly release and waive.

To have and hold the above-described premises, with the

and assigments, unto the said Mortgagee, its successors

and assigns, forever, for the purposes and uses herein set forth, free

and all rights and benefits under and by virtue of the Homestead

Exemption Law of Illinois, which said rights and

benefits to the said Mortgagee less all sums already paid therefor.

(k) A sum equal to the ground rent, if any, next due, plus the

of each month the said note is fully paid, the following sums:

That he will promptly pay the principal and interest of the

principal and interest payable under the terms of the note secured

hereby, the Mortgagor will pay to the Mortgagee, on the first day

whole or in part on any instrument due date,

indebtedness evidenced by the said note, at the times and in the

That he will promptly pay the principal and interest on the

together with, and in addition to, the monthly payments of

each month under prior to the date in number of months to

assessments will become delinquent, such sums to be held by the

in the date of the note to pay said ground rents, premiums, taxes and

assessments to the Mortgagee less all sums already paid therefor.

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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 days from the date hereof (written statement of my officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the days 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 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 service 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, outlays for documentary evidence and cost of said abstract and examination of title, (2) all the advances 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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APR 19 1989

FHA ASSUMPTION RIDER

This rider is made this 81st day of JANUARY , 1989 and adds the following to the Deed of Trust/Mortgage, (the security instrument) of the same date, adds the following provision:

The Trustor/Mortgagor shall, with the prior approval of the Federal Housing Commissioner or his designee, declare all sums secured by this Deed of Trust/Mortgage to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Trustor/Mortgagor, pursuant to a contract of sale executed no later than 12 months after the date on which the Deed of Trust/Mortgage is executed for insurance, to a purchaser whose credit has not been approved in accord with the requirements of the Commissioner.

IN WITNESS WHEREOF, Trustor/Mortgagor has executed this Rider.

89051692

Signature of Trustor/Mortgagor (s)

Juan Vazquez
JUAN VAZQUEZ

CRC - 1289

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• T#3333 TRAN 2413 02/02/89 09:19:00	
• #9905 * C **-89-051692	
COOK COUNTY RECORDER	

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