

# UNOFFICIAL COPY

## MORTGAGE

This form is used in connection with mortgage insured under the one to four family provisions of the National Housing Act

THIS INDENTURE, Made this 26TH day of JANUARY, 1989 between  
MIRIA A. OMEOS, DIVORCED AND NOT SINCE REMARRIED

LONAS MORTGAGE USA, INC.  
a corporation organized and existing under the laws of CONNECTICUT  
Mortgagee.

89055759

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 FIFTY THREE THOUSAND EIGHT HUNDRED AND 00/100 Dollars (\$ 53,800.00 )

payable with interest at the rate of ELEVEN AND 500/1000 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 DEPT. 84581 - P.O. BOX 620046, DALLAS, TX 7520046 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 FIVE HUNDRED SEVENTY THREE AND 74/100 Dollars (\$ 573.74 ) 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, 2009.

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 15 AND THE SOUTH 1/2 OF LOT 16 IN BLOCK 166 IN MAYWOOD, BEING IN PARTS OF SECTION 2 AND 11 AND SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

property known as: 1410 S First Ave  
Maywood, IL

PERMANENT TAX NUMBER 15-14-139-010

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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.

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 the 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 improvements 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.

The form and substance of this document are the same as HUD/FHA form No 92188M (5-80) currently in use. So certified by Lonas Mortgage USA, Inc. by Patsy Heaton, Vice President

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Property of Cook County Clerk's Office

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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 Mortgagee or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and with or without notice to the owner of said premises or whether the same shall then be occupied by the owner, if the equity of redemption is 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, and 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 premises.

Whenever the said Mortgagee shall be placed in possession of the above described premises under the 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 taxes and assessments as may be due on the said premises; pay for and maintain such insurance as such parties as may have been required by the Mortgagee; lease the said premises to the Mortgagee or to others in such terms and conditions, either within or beyond any period of redemption, as are approved by the court; limit the use of the rents, issues, and profits for the use of the premises hereinabove described, and employ the net proceeds to pay and tend 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 civil law action or reasonable suit 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, proceedings, and be a further lien and charge upon the said premises under this mortgage, and all such expenses, charges, and be 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 to be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suits, proceedings, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, of the complainant, including the expense and cost of said abstract and examination of title; (2) all the monies advanced by the Mortgagee, or others for the purpose authorized in the mortgage with interest on such advances at the rate of 12% per annum, to be secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The proceeds of the sale, if any, shall then be paid to the Mortgagee.

If Mortgagee shall pay said note at the time and in the manner aforesaid and shall discharge all the covenants and agreements herein, then this conveyance shall be null and void, and the Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release of the lien of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the 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 shall be given by the Mortgagee to any successor in interest of the Mortgagee, or shall operate as a release of any part of the liability of the Mortgagee. **SEE THE REPOSED ONE-TIME RIDE RIFER WHICH IS FILE A PART HEREOF.**

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 the feminine.

WITNESS the hand and seal of the Mortgagee, the day and year first written

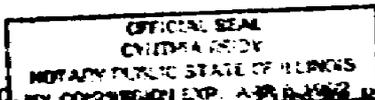
Maria A. Campor [SEAL] \_\_\_\_\_  
MARIA A. CAMPOR [SEAL] \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF Rock

I, the undersigned, a notary public in and for the State of Illinois, do hereby certify that Maria A. Campor and her husband, his wife, personally appeared before me, a person whose name is subscribed to the foregoing instrument, appeared before me as a free and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the equity of homestead.

GIVEN under my hand and Notarial Seal this 27th day of January, 1962



Beth  
Beth

DOC. NO. \_\_\_\_\_ Record in the Recorder's Office of \_\_\_\_\_ County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_

Box 156

PRINTED BY MARY REEDER  
JO ANN S. LOEHNCH  
LONG MORTGAGE USA, INC.  
1 S 450 SUMMIT AVE - SUITE 210  
OAKBROOK TERRACE, IL 60181

60279009

Mortgage One-Time MIP Rider

This Rider, dated the 28th day of JANUARY, 1989, amends the Mortgage of even date by and between MARIA A. CAMPOS, DIVORCED AND NOT SINCE REMARRIED

the Mortgagor, and LOMAS MORTGAGE

USA, INC. Mortgagee, as follows:

- 1. The first full paragraph on the second page which reads as follows is deleted: "That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."
2. The first full paragraph on the second page is replaced by the addition of the following: "Privilege is reserved to pay the debt, in whole or in part, on any installment due date."
3. Section (a) of the second full paragraph on the second page is deleted.
4. Subsection (c) (4) of the second full paragraph on the second page is deleted.
5. In the third sentence of the third full paragraph on the second page, the words "all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and" are deleted.
6. The fourth sentence of the third full paragraph on the second page is amended by insertion of a period after "... then remaining unpaid under said note" and deletion of the remainder of the sentence.
7. The next to the last full paragraph on the second page is amended by the addition of the following: "This option may not be exercised when the eligibility 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."
8. The following provision is added: "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 this Mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner."

IN WITNESS WHEREOF, MARIA A. CAMPOS

has set HER hand(s) and seal(s)

the day and year first aforesaid.

(SEAL)

Maria A. Campos (SEAL) MARIA A. CAMPOS

(SEAL)

Signed, sealed and delivered in the presence of

Maria Kelly

To be used with the Mortgage Form #622

890050759