

State of Illinois

Mortgage

FD-203 Case No. 131:5573671 748

This Indenture, made this 31ST. day of JANUARY 19 89 between EUGENE TAYLOR, A BACHELOR.

Mortgagor, and

HERITAGE MORTGAGE COMPANY 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

FORTY SEVEN THOUSAND FIFTY AND NO/100-- Dollars \$ 47,050.00 payable with interest at the rate of ELEVEN per centum (11.00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO, 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 FOUR HUNDRED FORTY EIGHT AND 07/100--

Dollars \$ 448.07 on MARCH 1 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 security 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

LOT 8 IN BLOCK 1 IN CANTERBURY GARDENS UNIT NO. 3 A RESUBDIVISION OF PART OF CANTERBURY GARDENS UNIT NO.2, A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 AND PART OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1957 AS DOCUMENT 16855937 IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT PREPARED BY:

HERITAGE MORTGAGE COMPANY 1000 E. 111TH. STREET CHICAGO, ILLINOIS 60628 JOHN R. STANISH, PRESIDENT

RETURN TO: HERITAGE MORTGAGE COMPANY 1000 E. 111TH. STREET CHICAGO, ILLINOIS 60628



PROPERTY ADDRESS: 2744 CIRCLE DRIVE, MARKHAM, ILLINOIS 60426 PTIN: 28-24-210-008 VOL. 032

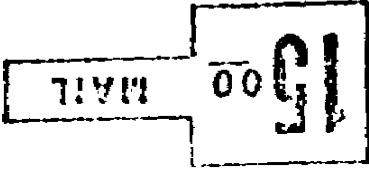
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, 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 (d)) in accordance with the regulations for those programs.

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69055956

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Property of Cook County Clerk's Office

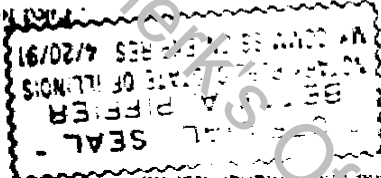
COOK COUNTY RECORDER
#2345 # D --87-055956
14444 TOWN 5258 02/05/89 14:23:00
8887-01 15 25

AD 19

day of

(month, year, on the

Recorded in the Recorder's Office of



Notary Public

31st
day of *January*, AD 19 *89*
Robert A. Taylor

... his wife, personally known to me to be the same
... subscribed to the foregoing instrument, appeared before me this day in
... signed, sealed, and delivered the said instrument as
... and acknowledged that
... given under my hand and official seal this
... State of Illinois

89055936

The Underwood
Eugene Taylor

Seal

Seal

Seal

Seal

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

9565069

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 Mortgagee does hereby expressly release and waive.

And said Mortgagee 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 situated, upon the Mortgagee an account of the ownership thereof, (2) a sum sufficient to keep all buildings that may be on said premises, during the continuance of said instrument, insured for the benefit of the Mortgagee in such form and amount, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance upon the premises, or to satisfy any other provisions of this mortgage, that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee shall in good faith have paid the same or the value 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 incurred and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagee further covenants and agrees as follows:

That mortgage is hereby assigned 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 Mortgagee 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 rent, 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 the amount of the mortgage interest, as shown on the schedule attached to the date when such ground rent, premiums, taxes and assessments are due.

(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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(i) ground rent, if any, taxes, special assessments, fee, 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 Mortgagee 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 per dollar per month 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 Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rent, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rent, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall tender to the Mortgagee, to account 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 Mortgagee 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, 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 shown and the Mortgagee does hereby agree to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinafter 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 (a) the amount of which has not been made heretofore. All insurance to be carried in companies approved by the Mortgagee and 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof

means will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and special assessments; and

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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 60 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 60 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 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 release this mortgage or to subordinate mortgage, the said Mortgagee in its discretion may keep the said premises in good repair, pay such current taxes, rates and assessments as may be due on the said premises, and may and maintain such insurance in such amounts as shall be required by the Mortgagee, lease the said premises to the Mortgagor or others upon such terms and conditions as it may determine or beyond any period of redemption, as are approved by the court, collect and receive the rents, issues, and profits of the use of the premises hereinabove described, and employ other persons and expend itself such amounts as are reasonable and necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of this mortgage by the Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitors' 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 if a case shall be made a party thereto by reason of this mortgage, all such expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties to 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 such sale in pursuance of any such decree, all the costs of such suit or suits, advertising, sale and conveyance, including attorneys' fees, solicitors' and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title, and 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, from the time such advances are made, and all the accrued interest remaining unpaid on the indebtedness hereby secured, and also 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 made, 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 Mortgagor 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 herein. Wherever used, the singular number shall include the plural, the masculine singular, and the masculine gender shall include the feminine.

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CASE # 131:5573671 740

FHA MORTGAGE ACCELERATION CLAUSE All FHA Mortgages - effective 12/1/86

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 of execution of this mortgage or not later than 12 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirement of the Commissioner.

- 1) Property of Eugene Taylor 1-31-89
BORROWER EUGENE TAYLOR JANUARY 31, 1989 DATE
 - 2) _____ DATE
 - 3) _____ DATE
 - 4) _____ DATE
- *****

STATE OF ILLINOIS
COUNTY OF COOK SS.

I, The Undersigned, a notary public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Eugene Taylor, A Bachelor personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st day of January, 1989.

[Signature]
Notary Public
SEAL -
A. P. PERIER
Commission Expires
4/20/91

This instrument was prepared by HERITAGE MORTGAGE COMPANY
NAME
1000 E. 111TH. STREET, CHICAGO, ILLINOIS 60620
ADDRESS