

UNOFFICIAL COPY

89061037



OC247720

State of Illinois

Mortgage

FHA Case No

131:5635458-703

LOAN #88-1226

This Indenture, made this 6TH day of FEBRUARY, 1989, between

WILLIAM S. REED AND MARCIA PHILLIPS REED, HIS WIFE, Mortgagee, and EVERGREEN HOME FUNDING CORPORATION, Mortgagee.

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY THREE THOUSAND SEVEN HUNDRED FORTY NINE AND NO/100----- Dollars (\$ 73,749.00)-----

payable with interest at the rate of ELEVEN AND ONE HALF----- per centum (----- 11.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in OAK FOREST, 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

SEVEN HUNDRED THIRTY AND 33/100----- Dollars (\$ 730.33)----- on the first day of APRIL, 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 MARCH, 2019.

Now, Therefore, the said Mortgagee, 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 6 IN MC NAUGHTON'S 83RD STREET SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT WAS PREPARED BY: DONNA J. PARKER EVERGREEN HOME FUNDING CORPORATION 15300 SOUTH CICERO AVENUE OAK FOREST, IL 60452

PROPERTY: 2709 WEST 83RD STREET CHICAGO, IL 60652 PERM. TAX #19-36-403-024-0000

COOK COUNTY, ILLINOIS FILED FOR RECORD

1989 FEB - 6 PM 12:35

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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 Mortgagee in and to said premises. "SEE ATTACHED RIDER FOR ADDITIONAL PROVISIONS WHICH ARE EXPRESSLY MADE A PART THEREOF."

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 (j)) in accordance with the regulations for those programs.

Previous edition may be used until supplies are exhausted

Page 1 of 4

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

89061037

Property of Cook County Clerk's Office

Doc. No.

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

Page

of

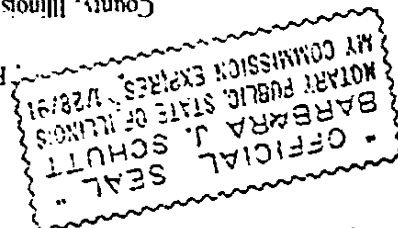
County, Illinois, on the

day of

A.D. 19

Filed for Record in the Recorder's Office of

Notary Public



A.D. 19 89

FEBRUARY day

6TH

Given under my hand and Notarial Seal this

THE UNDERSIGNED WILLIAM S. REED and MARCIA PHILLIPS REED person whose name is ARE THE person and acknowledged that THE free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois County of COOK

Seal

Seal

MARCIA PHILLIPS REED, HIS WIFE

WILLIAM S. REED

Seal

Seal

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

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 prompt interest on such premiums or such insurance provision for pay- ment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and receipts therefor shall be held by the Mortgagee and have attached thereto any 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premium, taxes and

(b) 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 taxes and assessments next due on the mortgaged property, shall be added by the Mortgagee to the amount of the next monthly payment due on the mortgage before one month prior to the date when such ground rent, premium, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premium, taxes and

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 sum:

(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 taxes and assessments next due on the mortgaged property, plus the amount of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and receipts therefor shall be held by the Mortgagee and have attached thereto any 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premium, taxes and

And the said Mortgagee 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. Mortgage is intended 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 sum:

(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 taxes and assessments next due on the mortgaged property, plus the amount of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and receipts therefor shall be held by the Mortgagee and have attached thereto any 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premium, taxes and

It is expressly provided, however, that all other provisions of the mortgage to the contrary notwithstanding, that the Mortgagee shall not be required to pay, discharge, or tax lien upon or against the premises described herein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the premises described herein, so long as the Mortgagee shall, in good faith, continue to pay 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 contemplated 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 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. Mortgage is intended to pay the debt in whole or in part on any installment due date.

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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 on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may be on said premises, during the continuance of said in- debtedness, 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 Mortgagee to make such payments, or to satisfy any lien or encumbrance 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 money so paid or expended shall become so much additional debt of the Mortgagee, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

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It is expressly provided, however, that all other provisions of the mortgage to the contrary notwithstanding, that the Mortgagee shall not be required to pay, discharge, or tax lien upon or against the premises described herein, so long as the Mortgagee shall, in good faith, continue to pay 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 contemplated 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 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. Mortgage is intended 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 sum:

(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 taxes and assessments next due on the mortgaged property, plus the amount of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and receipts therefor shall be held by the Mortgagee and have attached thereto any 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premium, taxes and

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the term, issue, and profits now due or which may hereafter become due for the use of the premises heretofore 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 prompt interest on such premiums or such insurance provision for pay- ment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and receipts therefor shall be held by the Mortgagee and have attached thereto any 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premium, taxes 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 NINETY days from the date hereof (written statement of a city officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the NINETY 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 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 services 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 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; (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 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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LOAN # 88-1226

FHA CASE # 131: 5635458-703

## FHA ASSUMPTION RIDER

"This Mortgage/Deed of Trust is amended to add the following:

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 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 resident of the mortgagor, "24 months" must be substituted for "12 months"."

William S. Reed  
WILLIAM S. REED

Marcia Phillips Reed  
MARCIA PHILLIPS REED, HIS WIFE

State of ILLINOIS

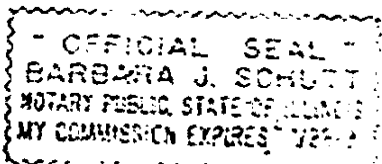
SS.

County of COOK

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM S. REED AND MARCIA PHILLIPS REED, HIS WIFE

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they, signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6TH day of FEBRUARY, 1989.



Barbara Schurt  
NOTARY PUBLIC

1-23-91  
My commission expires

89061037

