#### State of Illinois

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£.

First American Title Order

### Mortgage

FHA Case No.

131:5529497:703

This Indenture, made this

9th

day of **FEBRUARY**  . 19 89 . between

ANASTACIO R. GARCIA AND VIRGINIA GARCIA, HIS WIFE

THE FIRST MORTGAGE CORPORATION

. Mortgagor, and

a corporation organized and existing under the laws 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 FIFTY TWO THOUSAND NINE HUNDRED THIRTY EIGHT AND NO/100

Dollars (\$ 52,938.00

TEN AND ONE HALF payable with interest at the rate of

%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 10.5 per centum ( FLOSSMOOR, ILLINOIS

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 EICHTY FOUR AND 25/100

Dollars (\$ 484.25

on the first day of . 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 MARCH

Now, Therefore, the said Mortgagor, for the bette 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 and the State of Illinois, to wit:

> LOT 7 IN FOOTDALE SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 22, TOWNS:172 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1939 AS DCCUMENT 1237(876, IN COOK COUNTY, ILLINOIS.

TAX I.D. #19-22-121-007

PROPERTY ADDRESS: 6320 S. KENNETH AVENUE CHICAGO, ILLINOIS 6062

DEPT-01

\$15.25

T#1111 TRAN 3837 02/14/89 14:50:00

松755 # A \*-89-069185

COOK COUNTY RECORDER

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 (ii) 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)

221D -4A(IL) (8703)

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

CO.	
- 32) q	at o'clock m., and duly recorded in Book of
the vife, personally known to me to be the same before me this day in the foregoing instrument, appeared before me this day in the said instrument as THEIR  Alberted the said instrument as the right of homestead.  The release and waiver of the right of homestead.  The release and waiver of the right of homestead.  The release and waiver of the right of homestead.	aloresaid. Do Hereby Certi ( T) at AMASTACIO R. GARCIA and VIRCINIA GARCIA SUbscribe person whose names ARE
, a notary public, in and for the county and State	State of Illinois County of THE UNDEPCIONED
[[rəs]]	(leak)
REINIA GARCIA [Seal]	* Kristalon B. CARCIA NIE
ายจ	Witness the hand and seal of the Mortgagor, the day and year tirst writte

THIS INSTRUMENT PREPARED BY: DIANE SWEENEY, THE FIRST MORTCAGE CORPORATION



# 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 Mortgager on account of the ownership there of; (2) a sum sufficient to seep 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 Morgagor to make such payments, or to satisfy any prior lien or incumbranc, outer 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 nale such repairs to the property herein mortgaged as in its discretic. 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 Morting gagor, 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. eaxes, 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, as:es, assessments, or insurance premiums shall be due. If at any time in 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 Moragagor any balance remaining in the funds accumulated under the movisions of subsection (a) of the preceding paragraph. If there shan 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 ime he 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 unprid 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 payment 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

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(eminine) plural the singular, and the masculine gender shall include the

Wherever used, the singular number shall include the plural, the administrators, successors, and assigns of the parties hereto. and advantages shall inure, to the respective heirs, executors, The Covenants Herein Contained shall bind, and the benefits

any manner, the original liability of the Mortgagor. successor in interest of the Mortgagor shall operate to release, iii ment of the debt hereby secured given by the Mortgagee to any it is Expressly Agreed that no extension of the time for pay-

Mortgagee.

earlier execution or delivery of such release (1.52). Staction by waives the benefits of all statutes or laws which require the release or satisfaction of this mortgage, and Mortgagor hereby (30) days after written demand therefor 3v Mortgagor, execute a veyance shall be null and void and spergee will, within thirty form all the covenants and agreements herein, then this conmanner aforesaid and shall abide by, comply with, and duly per-If the Mortgagor shall pay and note at the time and in the

of the sale, if any, shall then be paid to the Mongagor. principal mone; emaining unpaid. The overplus of the proceeds unpaid on the indeptedness hereby secured; and (4) all the said such advances are made; (3) all the accrued interest remaining at the rate or forth in the note secured hereby, from the time bose structured in the mortgage with interest on such advances an the moneys advanced by the Mortgagee, if any, for the pursolicitors, and stenographers fees, outlays for documentary butsnance of any such decree: (1) All the costs of such suit or

evi lence and cost of said abstract and examination of title; (2) suits, advertising, sale, and conveyance, including attorneys?, morigage and be paid out of the proceeds of any sale made in And There Shall be Included in any decree foreclosing this and he allowed in any decree foreclosing this mortgage. shall become so much additional indebtedness secured hereby the said premises under this mortgage, and all such expenses or solicitors of the Mortgagee, so made parties, for services in

such suit or proceedings, shall be a further lien and charge upon expenses, and the reasonable fees and charges of the attorneys made a party thereto by reason of this mortgage, its costs and other suit, or legal proceeding, wherein the Mortgagee shall be title for the purpose of such foreclosure; and in case of any documentary evidence and the cost of a complete abstract of complainant in such proceeding, and also for all outlays for allowed for the solicitor's fees, and stenographers' fees of the gagee in any court of law or equity, a reasonable sum shall be And in Case of Foreclosure of this mortgage by said Mort-

necessary to carry out the provisions of this paragraph. persons and expend itself such amounts as are reasonably use of the premises hereinabove described; and employ other court; collect and receive the rents, issues, and profits for the or beyond any period of redemption, as are approved by the gagor or others upon such terms and conditions, either within quired by the Mortgageet lease the said premises to the Mortmaintain such insurance in such amounts as shall have been reassessments as may be due on the said premises; pay for and said premises in good repair; pay such current or back taxes and mortgage, the said Mortgagee, in its discretion, may: keep the an action is pending to foreclose this mortgage or a subsequent the above described premises under an order of a court in which Whenever the said Mortgagee shall be placed in possession of

Housing Act is due to the Mongages's failure to remit the Na-Mortgagee when the incligibility for insurance under the National (i), the Mortgagee or the holder of the note may, at its option, time from the date of this mortgage, declining to has re said note SAVO 06 agr or againstory Department of Housing and Orban Develorment or authorized from the date hereof mentition statements! any officer of the National Housing Act, within SYAG 00 the note secured hereby not be eligible for insurance under the The Mortgagor Further A trees that should this mortgage and secreted hereby, whether due or nonthe Mortgagee to be applied by it on account of the indebtedness of the Morgagor (o. h.e. Morgages and shall be paid forthwith to and the Note secured hereby remaining unpaid, are hereby assigned

the extent of the full amount of indebtedness upon this Mortgage. damages, proceeds, and the consideration for such acquisition, to any power of eminent domain, or acquired for a public use, the

That if the premises, or any part thereof, be condemned under

right, title and interest of the Mortgagor in and to any insurance

property in extinguishment of the indebtedness secured hereby, all closure of the anorthage or other transfer of title to the mortgaged

either to the reduction of the indebtedness hereby secured or to the

or any part thereof, may be applied by the Mortgagee at its option

Mortgagor and the Mortgagee jointy, and the insurance proceeds.

ment for such loss directly to the Mortgagee instead of to the company concerned is hereby authorized and directed to make pay-

of loss if not made promptly by Mortgagor, and each insurance

restoration or repair of the property damaged. In event of fore-

policies then in force shall pass to the purchaser or grantee.

withstanding the loregoing, this option may not be exercised of the and this mortgage being deemed conclusive proof of such neligibili-

Urban Development mortgage insurance premium to the Department of Housing and tional Housing Act is due to the Mortgagee's failure to remit the declare all sums secured hereby immediately due and payable, Novagent of the Secretary of Housing and Urban Perelopment dated

eiene), during the full statutory period of redemption, and such pendency of such foreclosure suit and, in case of sale and a deficollect the rents, issues, and profits of the said premises during the appoint a receiver for the benefit of the Mortgagee with power to an order placing the Mortgagee in possession of the premises, or by the owner of the equity of redemption, as a homestead, enter value of said premises or whether the same shall be then occupied Mortgagee in possession of the premises and without regard to the applications for appointment of a receiver, or for an order to place payment of the indebtedness secured hereby, at the time of such the selvency or insolvency of the person or persons liable for the any party claiming under said Mortgagor, and without regard to before or after sale, and without notice to the said Mortgagor, or court in which such bill is filled may at any time thereafter, either this mortgage, and upon the filing of any bill for that purpose, the due, the Mortgagee shall have the right immediately to foreclose And In The Event that the whole of said debt is declared to be notice, become immediately due and payable terest thereon, shall, at the election of the Mortgagee, without

of said principal sum remaining unpaid together with accrued inany other covenant or agreement herein stipulated, then the whole

to borred in the note secured hereby for a period of In the Event of default in making any monthly payment pro-

thirty (30) days after the due date thereof, or in case of a breach of

items necessary for the protection and preservation of the property. payment of the indebtedness, costs, taxes, insurance, and other rents, issues, and profits when collected may be applied toward the

HUD-92116M-1

# UNOFFICIAL COPY

## ASSUMPTION RIDER

Date:	FEBRUARY 9, 1989		
FHA Case	1: 131:5529497:703		
Property A	Address: 6320 S. KENNETH AVENU	<u> </u>	
	CHICAGO, ILLINOIS 606	29	
	20		
or his des and payabl (other that a contract of this mo of the pro	signee, declare all sums secure if all or a part of the prome by devise. Pescent or operation sale executed not later to ortgage or not later than 12 maperty subject to this mortgage.	eroval of the Federal Housing Commised by this mortgage to be immediate perty is sold or otherwise transfertion of law) by the mortgagor, purshan 12 months after the date of exconths after the date of a prior transfer to a purchaser whose credit has quirements of the commissioner.	ely due rred suant to ecution ansfer
	Tasin P. Lacia 10 R. GARCIA	Ofrgunia Steicia	
ANASTAC	IO A. GARCIA	VIFGINIA GARCIA	, , , , , , , , , , , , , , , , , , ,
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