

UNOFFICIAL COPY

89079859

State of Illinois

Mortgage

FHA Case No

131:5576982 748

This Indenture, made this 10TH day of FEBRUARY 19 89, between  
CAROLYN ROSE, A SPINSTER AND WANDA ROSE, A SPINSTER.

Mortgagor, and

HERITAGE MORTGAGE COMPANY

a corporation organized and existing under the laws of THE STATE OF ILLINOIS  
Mortgagee

89079859

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 FIVE THOUSAND NINE HUNDRED AND NO/100--

Dollars (\$ 45,900.00 )

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

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 THIRTY SEVEN AND 12/100--

Dollars (\$ 437.12 )

on APRIL 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 MARCH

20 19 .

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 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 35 IN BLOCK 1 IN E.M. CONDIT'S SUBDIVISION OF THE WEST 1/2 OF THE  
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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

131-01

\$15.25

T#1444 TRAN 5525 02/22/89 13:37:00

#7438 # D # 59-079859

COOK COUNTY RECORDER

81 71W

PROPERTY ADDRESS: 7145 S. MAY, CHICAGO, ILLINOIS 60621

PTIN: 20-29-201-021 VOL. 435

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

HMC#15-03022

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HUD-92116M.1 (8-85 Edition)

24 CFR 203.17(a)

Great Lakes Business Forms, Inc.  
Form No. 2432 (8611)

\$15.25

To Reorder Call Great Lakes Business Forms, Inc.  
Nationally 1-800-253-0208 Michigan 1-800-358-2843

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Property of Cook County Clerk's Office

658679859

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

\_\_\_\_\_  
[Seal] CAROLYN ROSE

\_\_\_\_\_  
[Seal] WANDA ROSE

State of Illinois

County of COOK

I, THE UNDERSIGNED

fore said. Do Hereby Certify That CAROLYN ROSE, A SPINSTER

and WANDA ROSE, A SPINSTER

person whose name S ARE

person and acknowledged that THEY

signed, sealed, and delivered the said instrument as THEIR

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

XXXXX personally known to me to be the same

a notary public, in and for the county and State

Given under my hand and Notarial Seal this

10TH day FEBRUARY A.D. 1989

Notary Public

Doc. No.

at o'clock

m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1989

for Record in the Recorder's Office of \_\_\_\_\_

MY COMMISSION EXPIRES 12/18/91

PATRICIA OZMIN

NOTARY PUBLIC STATE OF ILLINOIS

"OFFICIAL SEAL"

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 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 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 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 assess-

ments 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 Mortgagor, 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, taxes, 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, taxes, assessments, or insurance premiums shall be due. If at any time the 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 Mortgagor 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 or 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 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

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 Mortgagee 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 heretofore described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

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CASE # 131:5576982 748

## 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) Carolyn Rose  
BORROWER CAROLYN ROSE FEBRUARY 10, 1989 DATE  
2) Wanda Rose  
BORROWER WANDA ROSE FEBRUARY 10, 1989 DATE  
3) \_\_\_\_\_  
BORROWER \_\_\_\_\_ DATE  
4) \_\_\_\_\_  
BORROWER \_\_\_\_\_ 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 CAROLYN ROSE, A SPINSTER AND WANDA ROSE, A SPINSTER personally known to me to be the same person s whose name s ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that T he Y signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10TH day of FEBRUARY, 1989.



Patricia Ozmin  
Notary Public

Commission Expires \_\_\_\_\_

This instrument was prepared by HERITAGE MORTGAGE COMPANY

1000 E. 111TH. STREET, CHICAGO, ILLINOIS 60628

ADDRESS

63079859