

UNOFFICIAL, COPY 89101208

State of Illinois

Mortgage

FHA Case No. 131:5540732 703

19 89 between day of FEBRUARY 28TH. This Indenture, made this PEDRO HERNANDEZ AND ANNA M. HERNANDEZ, HIS WIFE.

, 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

SIXTY ONE THOUSAND ONE HUNDRED AND NO/100--

Dollars (\$ 61,100.00)

payable with interest at the rate of ELEVEN AND ONE HALF

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

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of SIX HUNDRED FIVE AND 07/100--

Dollars (\$ 605.07

, 19 29, and a like sum on the first day of each and every month thereafter until the note is fully paid. on except that the final payment of principal and interest, if not sconer paid, shall be due and payable on the first day of

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 the sepresents 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 48 IN BLOCK 8 IN SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, 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 S 89101208

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

PROPERTY ADDRESS: 1838 N. ST. LOUIS AVE., CHICAGO, ILLINOIS 60620

PTIN:13-35-407-025 VOL. 375

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.

Page 1 of 4

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	of Puge	m., and duly recorded in Book	at o'clock
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Notary Public	The second	MOTARY PLINE IS SECONACKI	
	2000	LEICIVI GEVI	
68 el .Q.A , YAAU	28th day FEBR	and Notarial Seal this	Given under my h.
THETK		ct of the uses and purposes therein set forth	
rument, appeared before me this day is	subscribed to the foregoing insit, sealed, and delivered the said ins	ara, s	person and acknowic
personally known to me to be the samed	, his wile,	M. HERNANDEZ	aforesaid, Do Hereby and bna
public, in and for the county and State		ERSIGNED	I, THE UND
(b) COSTOTO	•		County of COOK
3021016	3		in stand)
			State of Illinois
[129S]	ANNA M. HERNAN		ьерко некик
Henry Scall	Scall * Carrow May 1/100		el mel,
, ,, ,	ir first written	and seal of the Mortgagor, the day and yea	Withess the hand
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to the date when such ground rents, premiums, taxes and assessdivided by the number of months to clapse before one month prior estimated by the Mortgagee) less all sums already paid therefor taxes and sessentions next due on the mortgaged property (all as and other hazard insurance covering the mortgaged property, plus premiums that will next become due and payable on policies of fire (a) A sum equal to the ground rents, if any, next due, plus the

of each month until the said note is fully paid, the following sums: hereby, the Mortgagor will pay to the Mortgagee, on the first day principal and interest payable under the terms of the note secured That, together with, and in addition to, the monthly payments of

any installment due date.

That privilege is reserved to pay the debt, in whole or in part on

And the said Mortgagor further covenants and agrees as follows:

thereof to satisfy the same.

contested and the sale or forfeiture of the said premises or any part operate to prevent the collection of the tax, assessment, or hen so eccelings brought in a court of competent jurisdiction, which shall test the sume of the validity thereof by appropriate legal prosituated thereon, so long as the Mortgagor shall, in good faith, conpremises described herein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this

Mortgagor.

the sale of the mortgaged premises, if not otherwise paid by the debtedness, secured by this mortgage, to be paid out of proceeds of moneys so paid or expended shall become so much additional in may deem necessary for the proper preservation thereof, and any in noticeally to the property betein mortgaged as his discretion it assessments, and insurance premiums, when they and may make premises in good repair, the Mortgages may pay such taxes. that for taxes or assectments on said o conses, or to keep said payments, or to satisfy any prior Enfor incumbrance other than in case of the refusal or neglect of the Mortgagor to make such

of insurance, and in energy penounts, as may be required by the debiedness, insured for the benefit of the Mortgages in such forms time be on said premise, during the continuance of said in thereof; (2) a sum sefficient to keep all buildings that may at any land is situate, upon the Mortgagor on account of the ownership linois, or of the county, town, village, or city in which the said or assessment that may be levied by authority of the State of Il cient to pay all taxes and assessments on said premises, or any tax hereinafter provided, until said note is fully paid, (1) a sum suffimen to attach to said premisest to pay to the Mortgagee, as instrument, not to suffer any lien of mechanics men or material thereof, or of the security intended to be effected by virtue of this be done, upon said premises, anything that may impair the value To keep said premises in good repair, and not to do, or permit to

And Said Mortgagor covenants and agrees:

benefits to said Mortgagor does hereby expressly release and waive. Exemption Laws of the State of Illinois, which said rights and from all rights and benefits under and by virtue of the Homestend and assigns, forever, for the purposes and uses herein set forth, free appurtenances and fixtures, unto the said Mortgagee, its successors To Have and to Hold the above-described premises, with the

immediate notice by mail to the Mortgagee, who may make proof acceptable to the Mortgagee, in event of loss Mortgagor will give have attached thereto loss payable chauses in tavor of and in form policies and renewals thereof shall be held by the Mortgagge and be carried in companies approved by the Mortgagee and the ment of which has not been made hereinbefore. All insurance shall ly, when due, any premiums on such insurance provision for payperiods as may be required by the Mortgagee and will pay prompthazards, casualties and contingencies in such amounts and for such from time to time by the Mortgagee against loss by lite and other erected on the mortgaged property, insured as may be required That He Will Keep the improvements now existing or hereafter

become due for the use of the premises incrembove described. the tents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does herein as lign to the Mortgagee all And as Additional Security for the payment of the indebtedness

the amount of principal then (en aining unpaid under said note, under subsection (a) of the preceding paragraph as a credit against acquired, the balance men remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise hereby, or n the Mortgages acquires the property otherwise after default, the Mortgage; shall apply, at the time of the commence. derive mergen, excepting in a public sale of the premises covered paragraphs if there shall be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding court of the Mortgagor any balance remaining in the funds acin commune the amount of such indebtedness, credit to the acof the entire indebtedness represented thereby, the Mortgagee shall, lance with the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgagee, in accortents, taxes, assessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagor under subsection (a) of the gagor, or refunded to the Mortgagor. If, however, the monthly shall be credited on subsequent payments to be made by the Mortsuch excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground tents, subsection (a) of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under

involved in hundling definquent payments. more than fifteen (15) days in attents, to cover the extra expense.

more than fifteen (15) days in attents, to cover the extra expense. under this mortgage. The Mortgagee may collect a "late charge" (iii) amortisation of the principal of the said note; and hole charges.

Any deliciency in the amount of any such aggregate monthly pay and deliciency in the amount of any such aggregate monthly pay 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."

(iv) late charges

(III) amortivation of the principal of the said note; and

(ii) interest on the note secured hereby;

hazard insurance premiums;

(i) ground rents, if any, taxes, special assessments, fire, and other

be applied by the Mortgagee to the following items in the order set shall be paid by the Mortgagor each month in a single payment to frereby shall be added together and the aggregate amount thereof

paragraph and all payments to be made under the note secured (b) All payments mentioned in the preceding subsection of this

assessments; and

in trust to pay said ground rents, premiums, taxes and special ments will become delinquent, such sums to be held by Mortgagee

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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 eminen' 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 Mortgager to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by a ch account of the indebtedness secured hereby, whether due or no.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for any rance 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 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 Mortgager 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 Foreelosure of this mortgage by said Mortgage 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 pulsitiance 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 money advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set fortility, the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedne's hereby secured; and (4) all 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 saio 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 Mortgagor will, within thirty (30) days after written demand therefor by Mongagor, 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 Mortgagoe.

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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CASE # 131:5540732 703

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) x Pedo Humanda		
BORROWER PEDRO HERNANDEZ	FEBRUARY 28, 1989	DATE
BORROWER ANNA M. HERNANDEZ		-
	FEBRUARY 28, 1989	DATE
BORROWER		DATE
4)		
BORROWER ***********************	*****	DATE
		V=
STATE OF ILLINOIS		
COUNTY OF COOK SS.		
	9	
I, THE UDNERSIGNED , a notary pul	Tic in and for the said	County
in the State aforesaid, DO HEREBY CERTIFY t	hat DEDRO HERNANDER AN	D ANNA
ERNANDEZ, HIS WIFE personnall persons whose names ARE subscribed to the subscribed t	ly known to me to be the the foregoing instrument	same
appeared before me this day in person, and	acknowledge that he	e.,
signed, sealed and delivered the said instr	ument as THEIR free a	nd
voluntary act, for the uses and purposes th	merin set forta.	
Given under my hand and official seal, this	28th day of PEBRUARY	. 1989
OFFICIAL SEAL PHYLLIS A. GLOWACKI	(Khu len C L	lan mak
NOTARY PUBLIC STATE OF ILLINOIS	Notary Public	- A
MY COMMISSION EXP. JUNE 28,1992		?
	Commission Expire	- '''
	Commaddach aspare	
This instrument was prepared by HERLTAGE	والمراجع	· ;
1000 E. 111TH. STREET, CHICAGO, ILLINOIS 60	NAME 0628	**
ADDRESS		-

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Poetty of Coot County Clert's Office