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89128633

State of Illinois

Mortgage

FHA Case No.

131:5635940 703B

This Indenture, made this 16th day of MARCH , 19 89 , between

CHARLES L. GRIFFIN AND RUBY EVA GRIFFIN, HUSBAND AND WIFE
DIANNE R. MCDONALD, DIV/NOT REMARRIED
FIRST STANDARD MORTGAGE CORPORATION

, Mortgagor, and

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 0/100 Dollars (\$ 61,100.00)

payable with interest at the rate of --- TEN AND ONE HALF ---

per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in HICKORY HILLS, IL 60457 , 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 FIVE HUNDRED FIFTY EIGHT AND 91/100 Dollars (\$ 558.91)

on the first day of MAY , 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 APRIL , 2019 .

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 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 2 IN BLOCK 2 IN HOMELAND HEIGHTS SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PT1# 20-32-218-018 VOL. 440.

COMMONLY KNOWN AS: 8104 SOUTH MORCAN STREET, CHICAGO, IL 60620

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

Previous edition may be used
until supplies are exhausted

HUD-92116-M.1 (9-88 Edition)

24 CFR 203.17(a)

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Preparer's Name PAMELA SOLAK

WOOD DALE, IL 60191

345 GEORGETOWN SQUARE

MORTGAGE CORRESPONDENTS OF ILLINOIS, INC

RECORD AND RETURN TO:

A.D. 19

County, Illinois, on the day of

a. o'clock m., and duly recorded in Book

Page of

Notary Public, State of Illinois	My Commission Expires 2/16/93	Notary Public
LISA A. FOSTER	OFFICIAL SEAL	A.D. 1989
[Signature]		Given under my hand and Notarized Seal this 11th day of

Book No.

, Filed for Record in the Recorder's Office of

free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead,
and RUBY EVA GRIFFIN, HIS WIFE AND DIANNE R. McDONALD-BRIGGS, his wife, personally known to me to be the same
person whose names are subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that THEY subscribed to the said instrument, appraised before me this day in
and RUBY EVA GRIFFIN, HIS WIFE AND DIANNE R. McDONALD-BRIGGS, his wife, personally known to me to be the same
person whose names are subscribed to the foregoing instrument, appraised before me this day in
a notary public, in and for the county and State
of Illinois

a notary public, in and for the county and State

of Illinois

DIANNE R. McDONALD

CHARLES L. GRIFFIN

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

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To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, 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 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 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

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The Co-operative League Contained Shall Hold, and the Benefits and Adantages Shall Hold, to the Respective Heirs, Executors, and Administrators, Successors, and Assigns of the Parties hereto.

Wherever it is used, the singular number shall include the plural, the singular, and the masculine gender shall include the feminine.

It is Expressly Agreed that no extension of the time for payment of the debt hereby accrued given by the Mortgagor to any manner, the original liability of the Mortgagor.

If the Mortgagor shall pay and hold more at the time and in the manner aforesaid and shall, before by, completely worth, and duly perform all the covenants and agreements herein, then this con-
vention shall be null and void and Aforementioned will, within thirty
days after written demand therefor by Mortgagor, execute a
release of satisfaction of this mortgagee, and Mortgagor hereby
waives the benefits of all statutes or laws which require the
holder execution of delivery of such release or satisfaction by
Mortgagor.

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 attorney's fees, solicitors, and stenographers' fees, outliers for documentation, and expenses and cost of said abstractor and examiner, [2] all the monies advanced by the mortgagor, if any, for the purchase of the subject-matter of the mortgage, [3] all the expenses authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time of the sale until paid, [4] all the accrued interest remaining such as may be made, [5] all the unpaid principal balance of the principal mortgagor, which shall then be paid to the mortgagee.

And in case of forcible seizure of this mortgage by said short-estate in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and incidental expenses, less of the compensation in such proceeding, and also for all outlays for documents, evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any damage or loss of property or rights, arising from the forcible seizure of this mortgage, the holder of the same shall be allowed to sue for the full amount of his damages, and all expenses, including attorney's fees, and interest, and all other expenses of the sale and 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.

We have set the said Alternative 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 Alternative, 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 amounts as shall have been re-quired by the Alternative, lease the said premises to the Alternative for any period of redemption, as are approved by the court, and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expand itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in this mortgagee shall have the right immediately to foreclose due, the mortgagee shall have the right immediately to foreclose court in which such bill is filed may at any time declare, either before or after sale, and without notice to the said mortgagor, or payment of the undeposited amount held hereby, at the time of such mortgagee or his attorney of the person or persons liable for the any party claiming under said mortgagee, and without regard to the solventy of the person or persons liable for the payment of the principal of the mortgage, costs, taxes, insurance, and other expenses, and profits which cannot be applied toward the payment of the principal, and such expenses necessary for the protection and preservation of the property of the mortgagor, and other expenses, taxes, insurance, and other expenses, during the full statutory period of redemption, and such pendancy of such foreclosure suit and, in case of sale and a deficiency, the trustee, issues, and profits of the said premises during the execution of the mortgage, or the benefit of the aforesaid with power to appoint a receiver for the possession of the premises, or in order pleading the mortgage in possession of the premises, or by the owner of the chain of redemption, as a homestead, after value of said premises or whether the same shall be then occupied Mortgagor in possession of the premises and without regard to the application for appointment of a receiver, or for an order to place in order to prevent the chain of redemption, as a homestead, after

In the event of default in payment any sum remaining due
will bear interest at the rate of six per cent per annum for
a period of one year and in the event of non-receipt of payment
within thirty days after the due date there shall be added
an additional sum equivalent to the amount unpaid together
with interest calculated from the date of default at the rate
of six per cent per annum up to the date of payment.

First of all the premises, or any part thereof, to be condemned under
any power of eminent domain for a public use, the
diminution proceeds, and the consideration for such acquisition, to
the extent of the full amount of independence upon this Xerxes
and the Note secured before this Xerxes remunerating unpaid, are hereby assented
by the Xerxes to the Xerxes and shall be paid forthwith to
the Xerxes in full payment of the Xerxes of the Note.
accrued hereby, without the date of note.

of less if not made prompt by a mortgagee and each insurance company concerned in a hereby authorized and directed to make payment for such debts to the Mortgagor instead of to the
ment for such debts to the Mortgagor instead of to the
Mortgagor and the Mortgagor jointly, and the insurance proceeds,
or an part thereof, may be applied by the Mortgagor as to the
either to the reduction of the indebtedness hereby secured or to the
restoration of either of the properties damaged by reason of
closure of this mortgage or of the mortgagee's failure to pay
the amount due thereon in full to the mortgagor.

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EVA CASE NO.

131-5635940-703B

TRANSFER OF PROPERTY RIDER TO DEED OF TRUST/MORTGAGE

This Transfer of Property Rider is made this 16th day of MARCH, 1989 and amends the provisions of the Deed of Trust-Mortgage, (the "Security Instrument") of the same date, by and between

CHARLES L. GRIFFIN AND RUBY EVA GRIFFIN
DIANNE R. MCDONALD

, the Trustors/Mortgagors,

FIRST STANDARD MORTGAGE CORPORATION

, the Beneficiary/Mortgagee, as follows

Adds the following provision:

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 executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

(*If the property is the principal or secondary residence of the mortgagor enter "12"; if the property is not the principal or secondary residence of the mortgagor, "24" must be entered.)

IN WITNESS WHEREOF, Trustor/Mortgagor has executed this Transfer of Property Rider.

Signature of Trustor(s)/Mortgagor(s)

Charles L. Griffin
CHARLES L. GRIFFIN

Ruby Eva Griffin
RUBY EVA GRIFFIN

Dianne R. McDonald
DIANNE R. MCDONALD

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EXCERPT