

UNOFFICIAL COPY

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

Together with all and singular the elements, hereditaments and appurtenances thereto 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 features in, or that may be placed in, any building now or hereafter standing on said land, and also all the covenants, rights, title, and interest of the said Mortgagor in and to said premises.

Property of Cook County

ASSUMPTION RIDER AND SUBSEQUENT PURCHASE RIDER ATTACHED HERETO AND MADE A PART OF THIS MORTGAGE

TAX ID # 24-24-410-048  
COMMONLY KNOWN AS: 11629 SOUTH ARTESTIAN AVE.  
CHICAGO, IL 60655

S11919396

LOT 31 (EXCEPT THE SOUTH 25 FEET THEREOF) AND THE SOUTH 30 FEET OF LOT 32 IN BLOCK 3 IN HAROLD J. MC ELHINNY'S FIRST ADDITION TO SOUTHTOWN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE BALTIMORE AND OHIO CHICAGO TERMINAL TRANSFER COMPANY, IN COOK COUNTY, ILLINOIS.

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 hereon contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situated, lying, and being in the county of COOK and the State of Illinois, to wit:

EIGHT HUNDRED ELEVEN AND 56/100 ——— on the first day of MAY 1 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 APRIL 2019

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of per annum ( 11.000 ) on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in TINGLEY PARK, ILLINOIS

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 EIGHTY FIVE THOUSAND TWO HUNDRED NINETEEN AND NO/100 ——— Dollars ( 85,219.00 ) payable with interest at the rate of ELEVEN per centum ( 11.000 )

ALAN K. NEWTON AND KIMBERLY DE SOMER NEWTON/HUSBAND & WIFE day of MARCH, 1989 between Mortgagee and R M POST MORTGAGE CORPORATION THE STATE OF ILLINOIS a corporation organized and existing under the laws of Mortgagee.

S95

FHA Case No: 131:5672496-703

Mortgage 89138624



3 6 1 3 3 2 4

(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

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 and 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.

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 sums:

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 herein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

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 lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee 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 Said Mortgagee covenants and agrees:

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

To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, his successors and assigns, forever, for the purpose 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 rights and benefits under and by virtue of the Homestead Exemption assigns, forever, for the purpose and uses herein set forth, free from all appurtenances and fixtures, unto the said Mortgagee, his successors and assigns, and to Hold the above-described premises, with the

If the total of the payments made by the Mortgagee under subsection (b) 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 Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee 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 Mortgagee 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 Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, full payment of the account of the Mortgagee or 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 or 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 Mortgagee 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 and 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.

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 sums:

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 herein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

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 lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee 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.

22586168

UNOFFICIAL COPY

Property of Cook County Clerk's Office

In even of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee as 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 Mortgagee 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 Mortgagee 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 Mortgagee further agrees that should this mortgage and the note secured hereby not be eligible for insurance 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 of this date subsequent to the 60 day 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 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 Mortgagee, or any party claiming under said Mortgagee, 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 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 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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagee 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 and therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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.

3 9 1 3 3 0 2 4

89138924

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

Alan K. Newton (SEAL)  
ALAN K. NEWTON

Kimberly de Somer Newton (SEAL)  
KIMBERLY DE SOMER NEWTON /HIS WIFE

\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

## 89138624

State of Illinois )

DEPT-01 \$16.25  
T#9444 TRAN 6133 03/30/89 09:58:00  
#7577 # D #-09-138624  
COOK COUNTY RECORDER

County of Cook

I, THE UNDERSIGNED \_\_\_\_\_, a notary public, in and for the county and State of Illinois, Do Hereby Certify That ALAN K. NEWTON and KIMBERLY DE SOMER NEWTON, 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 signed, sealed, and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 24 day Mar, A. D. 19 89.

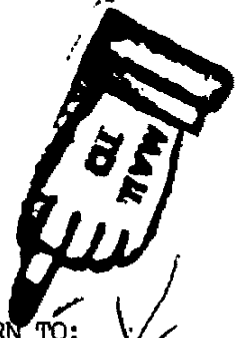
"OFFICIAL SEAL"  
Joanna Bauer  
Notary Public, State of Illinois  
My Commission Expires 2/17/92

Joanna Bauer  
Notary Public

Doc. No.

Filed for Record in the Recorder's Office of \_\_\_\_\_ County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

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



RECORD AND RETURN TO:  
GREAT LAKES MORTGAGE CORPORATION  
222 VOLLMER ROAD  
CHICAGO HEIGHTS, IL 60411

89138624

### \$16.00 MAIL

# UNOFFICIAL COPY

80138834

Property of Cook County Clerk's Office



80138834

80138834



# UNOFFICIAL COPY

3 9 1 3 0 6 2 4

## ASSUMPTION RIDER

THIS ASSUMPTION RIDER is made this 24TH day of MARCH, 19 89, and is incorporated into and shall be deemed to amend and supplement the mortgage, Deed of Trust or Security Deed ("MORTGAGE"), of even date herewith, given by the undersigned ("MORTGAGOR") to secure Mortgagor's Note of even date herewith, to ALAN K. NEWTON AND KIMBERLY DE SOMER NEWTON ("MORTGAGEE"), covering the premises described in the Mortgage and located at 11629 SOUTH ARTESIAN AVE. CHICAGO, IL 60655.

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

The mortgage 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 requirements of the Commissioner.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Assumption Rider.

Alan K. Newton  
MORTGAGOR

Kimberly de Somer Newton  
CO-MORTGAGOR

8913862A

# UNOFFICIAL COPY

## SUBSEQUENT PURCHASER RIDER

THIS SUBSEQUENT PURCHASER RIDER IS MADE THIS 24TH DAY OF MARCH, 1989, AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT THE MORTGAGE, DEED OF TRUST, OR SECURITY DEED ("MORTGAGE") OF EVEN DATE HERE WITH, GIVEN BY THE UNDERSIGNED ("MORTGAGOR") TO SECURE MORTGAGOR'S ("NOTE") OF EVEN DATE HERE WITH, TO GREAT LAKES MORTGAGE CORPORATION ("MORTGAGEE"), COVERING THE PREMISES DESCRIBED IN THE MORTGAGE AND LOCATED AT 11639 SOUTH ARTESIAN AVE. CHICAGO, IL 60655

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY AGREE TO 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 OF EXECUTION OF THE 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 REQUIREMENTS OF THE COMMISSIONER.

MORTGAGOR INITIALS

Alan K. Lewton

MORTGAGEE INITIALS

Timothy J. DeSantis

THIS SUBSEQUENT PURCHASER RIDER IS HEREBY MADE PART OF THIS LEGAL MORTGAGE DOCUMENT.

8913852A

UNOFFICIAL COPY

Property of Cook County Clerk's Office