UNOFFICIAL CORR

State of Illinois

Mortgage

FHA Case No	1	
131:5	71	5976-748

This Indenture, made this

8TH

day of MAY , 1989 , between

SHARON MCKINNIE, M/ SP/MYFFM. DIVORCED AND NOT SINCED REMARRIED

, 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 THIRTY SIX THOUSAND ONE HUNDRED FIFTY AND NO/100 Dollars (\$ 36,150.00

payable with interest as the rate of ELEVEN AND ONE HALF

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

CHICAGO, ILLINOIS at such other place as the by (de) may designate in writing, and delivered, the said principal and interest being payable in monthly installments of

THREE HUNDRED FLYTY SEVEN AND 99/100

Dollars (\$ 357.99

, 19.85, and a like sum on the first day of each and every month thereafter until the note is fully paid, JULY 1 except that the final payment of principal and inverest, if not sconer paid, shall be due and payable on the first day of

20 19 .

Now, Therefore, the said Mortgagor, for the better seef and of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by object 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 with

LOT 43 IN BLOCK 4 IN JERNBERG'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTIN: 16-05-409-004, VOL. 547

PROPERTY ADDRESS: 1047 NORTH MASON AVE.

CHICAGO, ILLINOIS 60651

THIS INSTRUMENT PREPARED BY: HERITAGE MORTGAGE COMPANY

1000 EAST 111TH STREET CHICAGO, ILLINOIS 60628

JOHN R. STANISH, PRESIDENT

RETURN TO:

HERITAGE MORTGAGE COMPANY 1000 EAST 111TH STREET CHICAGO, ILLINOIS 60628 JOHN R. STANISH, PRESIDENT

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.

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HUD-82118M.1 (8-85 Edition) 24 CFR 203.17(a)

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		DOOD TO	
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r o'clock m., and duly recorded in Boo	afted jo		
	County, Blinois, on the	јо Апр	A.D. 19
Civen under my hand and Votarial Scal this	WA COUL	Slanding Malay Molesi	Police Con . Notaly Public
erson and acknowledged that Alo erson and acknowledged that Alo erson whose name	subscribed to the fore subscribed to the fore	oing instrument, appeared before said instrument as	ni yab sidi əm əno
Diploward Mills Indiana Section Processing to Hereby Certify That	TIX S 3 /11 (1) I SN	alpotary public, in and for the completed to the following the personally known to me	Stail And Stail
Ly of Cock.			E
eionill to state			
	[lk98]		(las2)

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Page 2 of 4

to the date when such ground tents, premiums, taxes and assessdivided by the number of months to elapse before one month prior estimated by the Mortgagee) less all sums already paid therefor taxes and assessments next due on the mortgaged property tall as and other hazard insurance covering the mortgaged property, pluspremiums 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:

operate to prevent the collection of the tax, assessment, or lien so

ecedings brought in a court of competent jurisdiction, which shall

test the same or the validity thereof by appropriate legal pro

thereof to satisfy the same.

And as Additional Security for the pryment of the indebtedness the amount of principal then repairing unpaid under said note. under subsection (a) of the present paragraph as a credit against acquired, the balance ther remaining in the funds accumulated ment of such proceeding of at the time the property is otherwise confested and the sale of forfeiture of the said premises of any part

default, the Mortgagee shall apply, at the time of the commencehereby, or if the Kortgagee acquires the property otherwise after of this mortgake resulting in a public sale of the premises covered paragraph, if there shall be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding

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 clauses in favor of and in form

policies and renewals thereof shall be held by the Mortgagee and

ment of which has not been made hereinbefore. All insurance shall

ly, when due, any premiums on such insurance provision for pay-

periods 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 fire and other

That He Will Keep the improvements now existing or hereafter

erected on the mortgaged property, insured as may be required

become due for the use of the premises her sinabove described. the rents, issues, and profits now due or which may hereafter altoreship Mortgagor does hereby assign to the Mortgagee all

he eartied in companies approved by the Mortgagee and the

count of the Mortgagor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the entire indebtedness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment

any time the Mortgagor shall tender to the Mortgagee, in accorrents, taxes, assessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground sprill buy to the Mottgagee 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 shift be credited on subsequent payments to be made by the More such excess, if the loun 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 rents, subsection (a) of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under

involved in handling delinquent payments. more than lifteen (15) days in arrears, to cover the extra expense not to exceed four cents (44) for each dollar (\$1) for each payment "agrado stal" a toolloo ymm songagee The Mortgagee may collect a "late charge." date of the next such payment, constitute an event of default ment shall, unless made good by the Mortgagor prior to the due Any deficiency in the amount of any such aggregate monthly pay-

(14) late charges

(III) amortization of the principal of the said note; and (ii) interest on the note secured hereby;

hazard insurance premiums;

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

he 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 hereby shall be added together and the aggregate amount thereof paragraph and all payments to be made under the note accured (b) All payments mentioned in the preceding subsection of this

precentions, and

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

situated 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 hen upon or against the shall not be required not 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 MONIBLEDI the tale 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 achitonal in may deem necessary for the proper preservation increof, and any

ench repairs to the property herein mortgaged as it as discretion it assessments, and insurance premiums, when due, and may make premises in good repair, the Mortgages any may such taxes, that for taxes or assessments on said r consess, or to keep said payments, or to satisfy any prior iten or incumbrance other than In case of the relusal or neglect of the Mortgagor to make such

Morigagee of insurance, and in se in amounts, as may be required by the debiedness, insured for the benefit of the Mortgagee in such forms time he on said premi es, during the continuance of said in thereof; (2) a such different 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 H 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 premises; 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 coverants 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 Homestead 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

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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 fore closure 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 emineral domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full knownt of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor 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 no.

The Mortgagor 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 of neer 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 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 nortgage 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 asso of said abstract and examination of title, (2) all the mone is advanced by the Mortgagee, if any, for the pur pose 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 indehtedness 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 said note at the time and in the manner aforesaid and shall abide by, comply with, and duly per form all the covenants and agreements norein, then this conveyance shall be null and void and Mortgagor, will, within thirty (30) days after written demand therefor by Mortgagor, 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 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 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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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) Shara Mixine	MAY 8, 1989
BORROWER S'INRON MCKINNIE	DATE
2) RODDONIED	DATE
BORROWER	DATE
BORROWER	DATE
1)	
BORROWER	DATE
STATE OFILLINOIS	
COUNTY OF COOK SS.	,
COOK	/
MINING a notary	public in and for the said County
in the State aforesaid, DO HEREBY CERTIF	FY that MYMM Miking
	nally known to me to be the same
person (whose name ()) subscribed	to the roragoing instrument, and acknowledge that he
appeared before me this day in person, a signed, sealed and delivered the said in	nstrument as 100 free and
oluntary act, for the uses and purposes	s therin set forth.
volument, doe, not one and man perpendicular	\mathcal{L}
Given under my hand and official seal,	this Λ day of Λ , Λ , Λ
	something the following the former of the
	NOBBRUNDSETTE
	Mari Ellen Vichi
	Notary Public State of Illinois
	CMyntion用用的用 FRY 83 87 57 52
his instrument was prepared by HERITA	CHE MODUCACE COMDANY
this institutent was prepared by MENITA	NAME NAME
1000 EAST LILTH STREET, CH	
ADDRESS	c
משאששא	DEF1-VI
	T#1111 TRAN 3011 05/09/89 11:01

89208170

#8075 # A #-89-208170

COOK COUNTY RECORDER

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Property of Cook County Clerk's Office