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S-215639

0 9 2 1 0 0 0 4

Loan # 606585-4

State of Illinois

Mortgage

MVA Case No.

151: 569 3421 703B

This Indenture, made this 5th day of May, 1989, between

PLACIDO ULTRERAS and CELIA A. ULTRERAS, His Wife

, Mortgagor, and

MIDWEST FUNDING CORPORATION

a corporation organized and existing under the laws of the State of Illinois, Mortgagee.

Witnesseth: That whereas the mortgagor is fully indebted to the Mortgagee, as evidenced by a certain promissory note bearing date hereinafter, to the principal sum of Seventy-four thousand seven hundred and 70/100 Dollars (\$ 74,700.00) payable with interest at the rate of Seven and one half per cent (7 1/2%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

1020 EAST SPRUCE STREET, CHICAGO, ILLINOIS 60615,

at such other place or places as the said Mortgagor may designate, where and delivered; the said principal and interest being payable in monthly installments of Six hundred eighty three and 31/100 Dollars \$ 683.31,

on the first day of JULY 1989, and a like sum on the first day of each and every month thereafter until the same 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 DECEMBER 2010.

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 executors or heirs, the following described Real Estate, being, and being in the County of COOK

and the State of Illinois, to wit:

LOT 6 IN BLOCK 15 IN MULHOLLAN ST. CHARLES ROAD SUBDIVISION IN SECTION 2, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE STATE HIGHWAY, HERDEMAN, IN COOK COUNTY, ILLINOIS.

TER RIVER TO STATE OF ILLINOIS FOR MORTGAGE ACCORDING TO WHICH PAYMENT AND PAYMENT OF EVEN DATE MENTIONED IN INDENTURE HEREIN AND THE OTHERWISE AND AGREEMENTS OF THE RIVER SHALL AMONG AND SUPPORT THE OBLIGATIONS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIVER WERE A PART HEREOF.

X-15-00-220-005

5550 KELLOGG BS 314 SOUTH WOOD AVENUE, WILLOUGHBY, ILLINOIS 60164

Together with all land, buildings, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures 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 in 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(h) and (i)) in accordance with the regulations for those programs.

Previous edition may be used
until supplies are exhausted

MUD-92116-01.1 (8-88 Edition)
26 CFR 203.17(e)

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HDU-82116M-1

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CCG 54
5595

POWERS GROVE, ILLINOIS 60515
1120 31ST STREET, SUITE 101
MIDWEST FOUNDING CORPORATION

RENTED TO: KAREN BROWN
RENTAL TERM: 12/28/89 - 12/28/90

SEARCHED INDEXED
SERIALIZED FILED
12/23/89 BY SFC/PFD/BG
12/23/89 12/28/90 12/28/90
\$15.00

RECEIVED NOV 11, 1989 AND FILED PURSUANT TO RULE

COURT, ILLINOIS, ON THE

FILED FOR RECORD IN THE KENOSHA COUNTY CLERK'S OFFICE

NOV 11 1989

COMMISSION EXPRESSED 10/23/89

Given under my hand and Notarized seal the
11th day of November, 1989,
in the County of Kenosha, State of Wisconsin,
before me, a Notary Public, duly authorized to perform
such acts and functions as a Notary Public.
I do hereby declare, certify and affirm that the above
person is known to me personally, and that he is
and has been for a period of time past, a resident of
the Commonwealth of Massachusetts.

Given under my hand and Notarized seal the
11th day of November, 1989,

CECILIA A. ULTRERAS HIS WIFE

CECILIA A. ULTRERAS HIS WIFE

NOTARY PUBLIC

CECILIA A. ULTRERAS

PLACIDO ULTRERAS

Witness the hand and seal of the Notary Public, 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 Mortgagor, 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 Mortgagor in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may pay such tax, 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 money 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 Mortgagor 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 Mortgagor, 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 premium or rent which will now 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 Mortgagor less all rents already paid therfor divided by the number of months to elapse before one month prior to the date when such ground rents, premium, taxes and assessments will become due; and, such items to be held by Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor 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 Mortgagor acquires the property otherwise after default, the Mortgagor 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 Mortgagor all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That the Mortgagor shall maintain the said property, or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagor against loss by fire and other hazards, narration and condemnation of such amounts and for such periods as may be required by the Mortgagor and will pay promptly, when due, any premiums for such liability protection for the term of which has not then lapsed heretofore. All insurance shall be carried in compliance with all laws of the State of Illinois and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto a policy statement in favor of and in force according to the Mortgagor. In event of loss Mortgagor will give immediate notice to said by the Mortgagor, who may make proof

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The **Covenants** between Contractor and the beneficiaries and advantages shall inure, to the respective heirs, executors, and successors of the parties hereto, to the benefit of the heirs, executors, and successors, and the singular number shall include the plural, the singular shall include the plural, and the masculine gender shall include the feminine.

In the Expressions Agreed that no extension of the time for pay-
ment of the debt hereby secured by the Mortgagor shall relate to any
manner, the original liability of the Mortgagor.

If the Mortgagor shall fail to make at the time and in the manner aforesaid and shall note at the time and in the same manner all the convenants and agreements herein, then it is agreed that the Mortgagor shall be liable to the beneficiary of such release or cancellation by
any action or proceedings which may be taken by the beneficiary of such release or cancellation of this mortgage, and the Mortgagor hereby
covenants or agrees to pay to the beneficiary of such release or cancellation of this mortgage all expenses, costs and charges
incurred by the beneficiary of such release or cancellation of this mortgage, and the Mortgagor further
covenants or agrees that he will not do any act or thing which would
be calculated to interfere with or annoy the beneficiary of such release or cancellation of this mortgage.

And in Case of Proceedings of this mortgagor by said pleader,
Engaged in any court of law or equity, a reasonable sum shall be
Bailable; for the solicitor's fees, and expenses of the
Complaint in such proceeding, and also for all outlays for
Documentation evidence and the cost of a complete abstract at
Another suit, or legal procedure of such nature; and in case of any
made a party thereto by reason of this mortgage, its costs and
expenses, and the reasonable fees and charges of the attorney
or solicitors of the Mortgagor, so made partizans, for services in
such suit or proceeding, shall be a further item and charge upon
the said premises under this mortgage, and all such expenses
shall be so much additional indebtedness accrued hereby.

In the Event of Default in making timely payment of principal or interest 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, or in case of a breach of either provision sum remaining unpaid together with accrued interest thereon, shall at the election of the Mortgagor, without notice, become immediately due and payable.

The Mortgagee further agrees that it should this mortgagee and
the note secured hereby not be liable for insurancce under the
National Housing Act, within six days from the date hereof or any officer of the
Department of Housing and Urban Development or authorized
agent of the Secretary of Housing and Urban Development and
subsqueuntly to the Secretary of Housing and Urban Development dated
and this mortgagee being demand conclusive proof of such negligi-
(v), the Mortgagee or the holder of the note may, at its option,
deed over all suchs secured hereby immediately due and payable, Not
without undading the foregoing, this option may not be exercised by the
Mortgagee when the foregoing, this option may not be exercised by the
National Housing Act is due to the Mortgagee's failure to remit the Na-
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That if the principles of the present system, as it now exists, be considered under any power of eminent domain, or the authority of a public use, the damages paid, the amount of the full amount of indemnities given, the difference between the amount of the full amount of indemnities given by the Legislature to the proprietors and that given by the Legislature to the proprietors, which is due or not.

of less or other trade premiums by a distributor, and each manufacturer
completely compensated by the distributor and directed to make car-
ries for which he is responsible. In this way the manufacturer can
keep his costs down and yet have a profit.

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006585-4

LOAN#

131: 569 3421 703B

CASE#

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

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 no 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 not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months."]

X Placido Ultreras
Borrower PLACIDO ULTRERAS

May 5, 1989

Date

X Celia A. Ultreras
Borrower CELIA A. ULTRERAS

May 5, 1989

Date

Borrower _____

Date

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 PLACIDO ULTRERAS and CELIA A. ULTRERAS, His Wife

personnally known to me to be the same person S whose name S Subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that he T 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 5TH day of MAY, 1989

Yvonne M. Wagner
Notary Public

10/23/89
Commission Expires

This instrument was prepared by Midwest Funding Corporation
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

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