

# UNOFFICIAL COPY

89237284

State of Illinois

712540-1

## Mortgage

This Indenture, made this 10TH day of MAY , 19 89 , between  
IGNACIO S. SEGURA AND REYNA P. SECURA , HIS WIFE ,  
FIREMAN'S FUND MORTGAGE CORPORATION , Mortgagor, and  
a corporation organized and existing under the laws of DELAWARE , Mortgagee.  
Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgaggee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY ONE THOUSAND NINE HUNDRED ELEVEN 00/100  
Dollars (\$ 51,900.00 )  
payable with interest at the rate of ELEVEN AND 000/1000  
per centum ( 11.00 % ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgaggee at its office in  
27555 FAIRINGTON ROAD/P.O. BOX 1505 , FAIRINGTON HILLS , MICHIGAN 48333 , 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  
FOUR HUNDRED NINETY FOUR AND 26/100 Dollars (\$ 494.26 )  
on the first day of JULY , 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 JUNE , 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 Mortgaggee, 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 THIRTY NINE (39) IN BLOCK EIGHT (8) IN MORTON PARK IN THE NORTHEAST ONE QUARTER (1/4)  
OF SECTION TWENTY EIGHT (28), TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13), EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ILLINOIS 60650 COMMONLY KNOWN AS: 2342 S. 50TH AVENUE, CICERO,

16-20-212-036

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

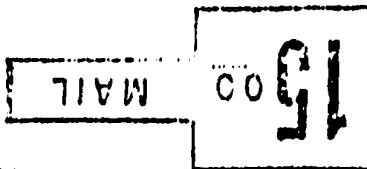
HUD-92116-M.1 (8-86 Edition)  
24 CFR 203.17(a)

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HUD-92116M-1

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COOK COUNTY RECORDER

#6783 # D \* 59-237284

16444 TRAN 7158 05/25/89 10:34:00

REC'D 5/25/89 DEPT-01 165-25

PREPARED BY AND WHEN RECORDED, RETURN TO: CANCELLER  
ELIZABETH'S FUND MORTGAGE CORPORATION  
1349 W. 167TH STREET  
OAK FOREST, IL 60452

at o'clock m., and duly recorded in Book of Page  
County, Illinois, on the day of A.D. 19

, Filed for Record in the Recorder's Office at

Doc. No.

(Signed) WILLIAM E. SULLIVAN JR. 10 F/H  
RECORDED SEAL  
A.D. 1989  
Given under my hand and Notarial Seal this  
free and voluntary act for the uses and purposes herein set forth, including the recitals and waiver of the right of homestead,  
person and acknowledged that I am  
subscribed to the foregoing instrument, appeared before me this day in  
and KEVINA P. SCHAFFER A.R.E.  
a notary public, in and for the county and State  
of Illinois, Do hereby certify this instrument  
is a true copy of the original record.

State of Illinois

89237284

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

(Seal) JAMES P. SCHAFER  
(Seal) JAMES P. SCHAFER  
(Seal) JAMES P. SCHAFER  
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 Mortgagee, 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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If it is **Expediately** Agreed that no extension of the time for pay-  
ment of the debt hierarchy accrued given by the Mortgagor to any  
successor in interest of the Mortgagor shall apply to any  
mortgagee in interest of the original liability of the Mortgagor.

And Three Shall be included in any decree for rectifying this  
misfortune and to paid out of the proceeds of any sale made in  
purseance of any such decree; (1) All the costs of such suit or  
actions, advertising, title, and conveyance, including attorney's  
fees, outlays for documentation,  
and costs of said affidavit and examination of title; (2)  
all the money advanced by the mortgagee, if any, for the pur-  
chase, authorized in the mortgage with interest on such advances  
at the rate set forth in the note secured hereby, from the time  
such the cause of action accrued to the time of payment; (3) all the accrued interest  
upon such advances, if any, made; (4) all the legal expenses  
incurred in defending the principal matter remitting unpaid. The overheads of the proceeds

And in Case of Proceeding of this Mortgagee by Suit and Writ.  
Mortgagee in any court of law or equity, a reasonable sum shall be  
allowable for the solicitor's fees, and Conveyancers, fees of the  
complainant in such proceeding, and also for all outlays for  
the documentation of a complete abstract of  
title for the purpose of such foreclosure; and in case of any  
other suit, or legal proceeding, wherein the Mortgagor shall be  
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 parties, for services in  
such suit or proceeding, shall be a further item deducted upon  
the balance due of proceeds under this mortgage, and all such expenses  
and additional items will be deducted before any deduction hereunder.

which ever the said Major language shall be placed in accordance of the above described premises under an order of a court in which action is pending to enforce this mortgage or a subsequent mortgage, the said Major language, 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 Major language; leave the said premises in such condition as may be due on the said premises, and carry out the premises and clear them of all encumbrances as may be due upon such terms and conditions, either within or beyond any period of redemption, as are approved by the collector and receive the rents, issues, and profits for the same as of the premises hereinabove described; and employ other persons and expand itself such amounts as the receiver may require; and carry out the provisions of this paragraph.

In the event of default in making any monthly payment pro rataed for herein and in the note accrued hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other provision herein stipulated, or in case of a default in payment of principal and/or interest when due, the election of the Lender to receive payment in full or in part by acceleration of the note and prepayment of the same shall be irrevocable.

That is the premium, or any part thereof, be academic under  
any power of eminent domain, or acquired for a public use, the  
dramatic, musical, and the consideration for such acquisition, to  
the extent of the full amount of indemnification upon which  
and the sole accurate bill (hereby) remitting unpaid, are hereby assented  
to by the dramatist, and shall be尽责地 paid him within  
one month from the date of payment of the bill.

politics than in force shall pass to the purchaser or grantee.  
which, like and instead of the collector is and to any insurance  
property in exchange of the undermentioned accuracy of title to the merchandise  
clature of the mortgage or other transfer of title to the merchandise  
recovery of the property damaged in events of fire.



**Fireman's  
Fund**

Fireman's Fund  
Mortgage Corporation

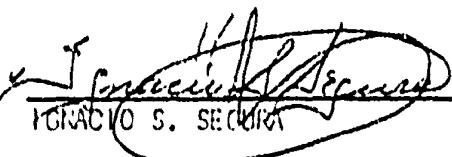
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## EHA ASSUMPTION RIDER

The mortgagor 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 or  24 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.

  
IGNACIO S. SECURA

5-10-89  
DATE

  
REYNA P. SECURA

5-10-89  
DATE

   
DATE

   
DATE

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