

11200 to: BCK 424

STATEWIDE TITLE COMPANY
795 N. QUINN ROAD
PALATINE, IL 60067
State of Illinois

UNOFFICIAL COPY

69265680

15.00

SHA Case No

131:5705037-703

Mortgage

This Indenture, made this 31ST day of MAY 1989, between
FRANCISCO V. SANCHEZ, DIVORCED NOT SINCE REMARRIED, and **JUANA M. HERNANDEZ, MARRIED TO ISMAEL HERNANDEZ**, **F.S.V.** and **J.M.H.**, 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 Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of **EIGHTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100**
Dollars (\$ 88,700.00)

payable with interest at the rate of **ELEVEN AND ONE HALF**

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

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of
EIGHT HUNDRED SEVENTY EIGHT AND 39/100
Dollars (\$ 878.39)

on **JULY 1**, 1989, 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**

20 19.

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 Mortgagor, 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 34 IN BLOCK 8 IN GRANT AND KENNEY'S ADDITION TO PENNOCK, A
SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH WEST
1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTIN: 13-35-124-011-0000 VOL. 372

PROPERTY ADDRESS: 2027 NORTH AVERS AVE.
CHICAGO, ILLINOIS 60647

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

89265680

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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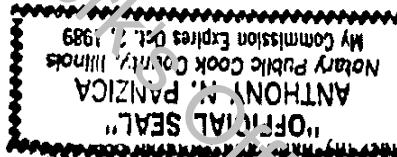
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69265680

Cook County, Illinois
Cook County, Illinois
Filing # 69265680

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 of Doc. No.



Given this day of May , A.D. 1989
to Juanita M. Hernandez, her husband to Francisco V. Sanchez, A Bachelor
and a Notary public, in and for the County and State
of Illinois, do hereby certify that they
are persons whose names are
subscribed to the foregoing instrument, personally known to me to be the same
person and acknowledged that they
signed, sealed, and delivered the said instrument as their
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

I, Juanita M. Hernandez, her husband to Francisco V. Sanchez, A Bachelor
and a Notary public, in and for the County and State
of Illinois, do hereby certify that they
are persons whose names are
subscribed to the foregoing instrument, personally known to me to be the same
person and acknowledged that they
signed, sealed, and delivered the said instrument as their
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

State of Illinois
County of Cook
Seal

Seal Seal Seal
Francisco V. Sanchez Juanita M. Hernandez
Seal Seal Seal

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

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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 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 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 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 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 not.

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 officer 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 Mortgagor 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 money 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; 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 perform all the covenants and agreements herein, 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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immediate notice by mail to the Mortgagor, who may make good
accaptable to the Mortgagor. In event of loss of loan Mortgagor will have
have attached thereto loss payable clauses in favor of and in form
polices and renewals thereof shall be held by the Mortgagor and
be carried in companies approved by the Mortgagor.
ment of which has not been made heretofore. All insurance shall
ly, when due, any premium in such insurance for pay
periods as may be required by the Mortgagor and will pay
hazards, casualties and contingencies in such amounts and for such
from time to time by the Mortgagor unless now existing by fire and other
erected on the mortgaged property, insured as may be required.
That If Will Keep the improvements now existing or hereafter
become due for the use of the premises (hereinafter described)
the rents, issues, and profits now due or which may hereafter all
arise out of the Mortgagor does hereby "pay" to the Mortgagor all
And as Additional Security for so, payment of the imbedded areas
the amount of principal then outstanding unpaid under said note,
under subsection (a) of the preceding paragraph as a credit against
the balance then remaining in the funds accumulated
accrued, the balance then remaining at the time the property is otherwise
ment of such proceeds, or at the time the property is otherwise
debt, the Mortgagor shall apply, at the time of the commence-
hereby, or at the time of sale, garage accredits the property otherwise
of this mortgage continuing in a public sale of the provisions covered
paragraph II under the provisions of subsection (a) of the preceding
cumulated under the provisions of subsection (a) of the preceding
count, if the Mortgagor any balance remaining in the funds ac-
cumulating the amount of such indebtedness, credit it to the ac-
count of the entire indebtedness repaid hereby, until payment
diance with the provisions of the note secured hereby, until payment
in computing the amount of such indebtedness, credit it to the ac-
counts, taxes, assessments, or insurance premiums, as the case may be,
any time the Mortgagor shall render to the Mortgagor, in accor-
dency, or before the date when payment of such ground
shall pay to the Mortgagor my 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 suffice to pay ground rents,
payments made by the Mortgagor under subsection (a) of the
bag, or rendered to the loan in subsequent payments to be made by the Mort-
shall be credited to the loan in current in full payment
such excess, if the loan is made by the Mortgagor, II, however, the mortgagor
taxes, and assessments, or insurance premiums, as the case may be,
of the payments actually made by the Mortgagor 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.

Any deficiency in the amounts of any such aggregate monthly pay-
ment 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 Mortgage may collect a "late charge"
when the loan is made by the Mortgagor, II, to the option of the Mortgagor,
such excess, if the loan is made by the Mortgagor, II, however, the mortgagor
taxes, and assessments, or insurance premiums, as the case may be,
of the payments actually made by the Mortgagor for ground rents,
(iv) late charges
(v) amortization of the principal of the said note; and
(vi) interest on the note secured hereby;
(vii) ground rents, if any, taxes, special assessments, fire, and other
hazard insurance premiums;
(viii) ground rents, if any, taxes, special assessments, fire, and other
for: to the Mortgagor to the following items in the order set
shall be paid by the Mortgagor each month in a single payment
hereby shall be added together and the aggregate amount thereof
paraphraph and all payments to be made under the note secured
(a) All payments mentioned in the preceding subsection of this
assessment; and
in trust to pay said ground rents, premiums, taxes and special
ments will become delinquent, such sums to be held by Mortgagor
appurtenances and fixtures, until the said described premises
To Have and to Hold the above-described premises, with the
in trust to pay said ground rents, premiums, taxes and special
ments will become delinquent, such sums to be held by Mortgagor
appurtenances and fixtures, until the said described premises
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.

to the date when such ground rents, premiums, taxes and assess-
ments are due on the mortgaged property prior
and after having been converted into mortgaged property, plus
premiums 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 Mortgagor, 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 installments 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:

that to satisfy the same
concluded and the sale of forfeiture of the said premises or any part
operated to prevent the collection of the tax, assessment, or fee so
expenses brought in a court of competent jurisdiction, which shall
least the same of the validity thereof by affidavit before
promises described herein or any part thereof of any affidavit the
of remove any tax, assessment or tax upon or to keep said
shall not be required nor shall it have the right to pay, discharge,
mortgage to the contrary notwithstanding, that the Mortgagor
it is expressly provided, however, all other provisions of this

Mortgage:
the sale of the mortgaged premises, if not otherwise paid by the
debtor, accrued by this mortgage, to be paid out of proceeds of
monies so paid or expended for the proper preservation of such
such expenses to the property herein mortgaged as in its discretion in
assessments, and insurance premiums, when due, and may make
repairs in good repair, the Mortgagor
that for taxes or assessments on said franchises, or to keep said
payments, or to satisfy any portion of the incommunicable officer than
in case of the refusal or neglect of the Mortgagor to make such
Mortgage

of inaccuracy, and in such amounts, as may be required by the
debtor, measured by the benefit of the Mortgagor in such forms
time be on said premises, during the continuance of said in
therefore, (2) a sum sufficient to keep all buildings that may at any
land is situated, upon the Mortgagor on account of the ownership
lands, or of the country, town, village, or city in which the said
of assessment that may be levied by authority of the State of Illi-
cident to pay all taxes and assessments on said premises, or any tax
hereinafter provided, until said note is fully paid, as
men to attach to said premises, to pay to the Mortgagor, as
instrument, nor to suffer any loss of mechanics men or material
thereof, or of the security intended to be effected by virtue of this
be done, upon said premises,analyzing that may impact the value
To keep said premises in good repair, and not to do, or permit to

And Said Mortgagor covenants 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
To Have and to Hold the above-described premises, with the
appurtenances and fixtures, until the said described premises
and assigns, until 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.

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CASE # 131-5705037-703

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.

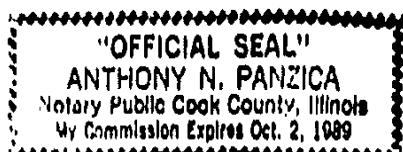
1) <u>Francisco V. Sanchez</u>	MAY 31, 1989	DATE
BORROWER FRANCISCO V. SANCHEZ		
2) <u>Juana M. Hernandez</u>	MAY 31, 1989	DATE
BORROWER JUANA M. HERNANDEZ		
3) _____	_____	DATE
BORROWER		
4) _____	_____	DATE
BORROWER		

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 Francisco V. Sanchez and Juana M. Hernandez 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 acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therin set forth.

Given under my hand and official seal, this 31st day of May, 19 89.



Anthony N. Panzica
Notary Public

Commission Expires

This instrument was prepared by HERITAGE MORTGAGE COMPANY
NAME

1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628
ADDRESS

89265680