State of Illinois

Mortgage

FHA Case No

131:5698674-703

This Indenture, made this 15TH

day of JUNE . 1989 , between

MARIO ARROYO, MARRIED TO NICOMEDES ARROYO, JOSE BELTRAN AND MARIA BELTRAN, . Mortgagor, and HIS WIFE.

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 EIGHTY EIGHT THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$ 88,250.00

payable with interest of the rate of ELEVEN

%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum (11.00 CHICAGO, ILLUNOIS

at such other place as the horder may designate in writing, and delivered: the said principal and interest being payable in monthly installments of

EIGHT HUNDRED FORTY AND 43/100

Dollars (\$ 840,43

. 19.49, 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 intelest, if not sconer paid, shall be due and payable on the first day of

2019 .

6 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 the apresents Mortgage and Warrant unto the Mortgagee, its successors or assistant the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 11 (EXCEPT THE NORTHEASTERLY 29 FEET THEREOF) IN WHITE AND COLE'S RESUBDIVISION OF BLOCK 1 IN STAVE'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWEST OF THE NORTHWESTERN PLANK ROAD, IN COOK COUNTY, ILLINOIS.

PTIN: 13-36-230-045 VOL. 530

PROPERTY ADDRESS: 2141 NORTH BINGHAM

CHICAGO, ILLINOIS 60647

DEFT-01 79444 TRAN 0473 06/23/89 10:27:00 46637 # D ※…相ター2台で570 CON COUNTY RECORDER

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.

Page 1 of 4

HUD-92116M.1 (6-85 Edition) 24 CFR 203 17(a)

To Receiver Cal. Great Leine Business Forms, Inc. Nationally 1-800-883-0208 Michigan 1-800-388-8643

Arent Laken Businesa Forms, In Form No. 2432 (8611)

15-03313

UNOFFICIAL COPY

Doort Ox Coot Cc Page m., and duly recorded in Book at o'clock County, Illinois, on the to yeb V.D. 13 Doc. No. Filed for Record in the Recorder's Office of Notary Public Civen under my hand east total feat this day 4+51 P& el .a.A. atoresaid, Do Hereby Certify That (10010 UN101/0) and storesaid, Do Hereby Certify That (10010 UN101/0) and this wife, personally known to me to be the same and those name 5 + Ley signed. sealed, and delivered the said instrument as + Ley signed, sealed, and delivered the said instrument as + Ley signed. Sealed, and delivered the said instrument as + Ley signed. free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Olos Johnson Mox Marsigner Spangismon John Divolt sionilli to state MARTA BELTRAN [[583]] [[Real] [[895] Witness the hand and seat of the Mortgagor, the day and year first written.

UNOFFICIAL, COPY,

:unoi be 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 baragraph and all payments to be made under the note secured All payments mentioned in the preceding subsection of this

in trust to pay said ground rents, premiums, taxes and special

ments will become delinquent, such sums to be held by Mortgagee

(i) ground tents, if any, taxes, special assessments, fire, and other

hazard insurance premiums;

assessments; and

(iv) late charges (iii) amortization of the principal of the said note; and (ii) interest on the note secured hereby;

Any deficiency in the amount of any such aggregate monthly payor ment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" and to exceed four cents (49) for each dollar [5] for each payment.

If the total of the payments made by the Mortgagor under their anem, date of the next such payment, consent ander this mortgage. The Mortgagee may collect a liste character this mortgage. The Mortgagee may collect a liste character of this mortgage. The Mortgagee may collect a liste character of this mortgage. The Mortgagee may collect a liste character of this mortgage. The Mortgagee may collect a liste character of this mortgage.

the amount of principal then remaining unpaid under said note. under subsection (a) of the preceding paragraph as a credit against acquired, the balance then consiming in the funds accumulated ment of such proceedings of at the time the property is otherwise default, the Mortgegee shall apply, at the time of the commence. hereby, or if the Morigagee acquires the property otherwise after of this moregage regulang in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions, cumula ed under the provisions of subsection (a) of the preceding count of the Mortgagor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the entire indebteduess 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 spall pay to the Mortgagee 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 shall be credited on subsequent payments to be made by the Moresuch excess, if the loan 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

And as Additional Security for the payment of the indebtedness

That He Will Keep the improvements now existing or hereafter become due for the use of the premises her inabove described. the rents, issues, and profits now due or which may hereafter atoresaid the Mortgagor does hereby assign to the Mortgagee all

periods as may be required by the Mortgages and will pay prompthazards, casualties and contingencies in such amounts and for such from time to time by the Morigagee against loss by fire and other erected on the mortgaged property, insured as may be required

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 be earned in companies approved by the Mortgagee and the ment of which has not been made hereinbefore. All insurance shall y, when due, any premiums on such insurance provision for pay-

to the date when such ground rents, 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 (all as and other hazard insurance covering the mortgaged property, plus premiums that will next become due and payable on policies of fire

hereby, the Mortgagor will pay to the Mortgagee, on the litst day

any installment due date.

thereof to satisfy the same

TORREDTOM

of each month until the said note is fully paid, the following sums. principal and interest payable under the terms of the note secured

That, together with, and in addition to, the monthly payments of

That privilege is reserved to pay the debt. in whole or in part on

And the said Mortgagor further covenants and agrees as follows:

contested and the sale of forfeiture of the said premises of any part

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

ceedings brought in a court of competent jurisdiction, which shall

situated thereon, so long as the Morigagor shall, in good faith, con

premises described herein or any part thereof or the improvement.

shall not be required nor shall it have the right to pay, discharge,

It is expressly provided, however tall other provisions of this

the sale of the mortgaged premises, if not otherwise paid by the

in tenorities during or senoced fiere behindre to bied or stanom

thay deem necessary for the proper preservation increal and any

assessments, and insurance premiums when due and make make

payments, or to satisfy any prior lien or incumbrance other than

In case of the refusal or neglect of the Mortgagor to make such

premises in good repair, the Mortgagee and past such taxes

that for taxes or assessments on said reconsess or to keep said

of insurance, and in 92, h amounts, as may be required by the

debtedness, insured to the benefit of the Mortgages in such forms time be on said premites, during the continuance of said in thereof, (2) a sun sufficient 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 Ilcient to pay all taxes and assessments on said premises, or any tax hereinafter provided, until said note is fully paid, (1) a sum suffi-

men to attach to said premises, to pay to the Mortgagee, as

And Said Mortgagor covenants and agrees:

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

benefits to said Mortgagor does hereby expressly release and waive.

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

Exemption Laws of the State of Illinois, which said rights and

such repairs to the property herein montgaged as it disciellon it

debtedness, secured by this mortgage, or baid out to be paid of process to

or remove any tax, assessment, or tax lien upon or against the

mortgage to the contrary notwithstandings, that the Mortgagee

test the same or the validity thereof by appropriate legal pro

(a) A sum equal to the ground tents, if any, next due, plus the

UNOFFICIAL COPY

of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make pay ment 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 amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager 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 at dated

subsequent to the time from the date of this mortgage, declining to insure said tote 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 taw 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 forthis, 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 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 berein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after written demand therefor by Inorgagor, 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 mure, 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.

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

I, CINCVILL, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mario arroyo, Jose Beltvan's Misia Beltvan, Misia Person, and school to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered the said instrument as they free and voluntary act, for the uses and purposes therin set forth. Given under my hand and official seal, this 50 day of June, 1989. Commission Expires This instrument was prepared by HERITAGE MORTGAGE COMPANY NAME 1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628	Commissioner	-
BORROWER JOSE BILTRAN JUNE 15, 1989 BORROWER MARIA BELTRAN BORROWER MARIA BELTRAN BORROWER BORROWER BORROWER DATE The Unifor 319Acm 1, COOK SS. COUNTY OF COOK SS. A notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Mario diverse, Jose Beltward Mario dive	1) Mariba Srao	
BORROWER JUNE 15, 1989 BORROWER MARIA BELTRAN BORROWER BORROWER BORROWER DATE STATE OF ILLINOIS COUNTY OF COOK SS. The United 319 Act 1, Active of the said County, in the State afforesaid, Do Herreby Certify that Mayio Giveyo, Joc Billyand Mayio Billyand Defrom the same persons whose names they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that the V signed, sealed and delivered the said instrument as the V free and voluntary act, for the uses and purposes therin set forth. Given under my hand and official seal, this 5th day of the 1989. Commission Expires This instrument was prepared by HERITAGE MORTGAGE COMPANY NAME 1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628	BORROWER MARIO ARROYO	DATE
BURROWER MARIA BELTRAN BURROWER BURROWER TATE THE COOK SS. COUNTY OF COOK I, COOK I, COOK The Clarge of the said County, in the State aforesaid, DO HEREBY CERTIFY that May a divey o Joc Biltrans Ming a fally on, his culf personnally known to me to be the same persons whose names they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered the said instrument as Tigur free and voluntary act, for the uses and purposes therin set forth. Given under my hand and official seal, this 15th day of Commission Expires This instrument was prepared by HERITAGE MORTGAGE COMPANY NAME 1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628		
BORROWER MARIA BELTRAN BORROWER BORROWER STATE OF ILLINOIS COUNTY OF COOK SS. 1, Conford 319 cc. 1, Conford And Do Hereby Certify that Mario arroy, Jose Beltrans Missia Beltran his conformation personally known to me to be the same persons whose names they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered the said instrument as Traily free and voluntary act, for the uses and purposes therin set forth. Given under my hand and official seal, this 15th day of Commission Expires Phis instrument was prepared by HERITAGE MORTGAGE COMPANY NAME 1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628	BORROWER JOSE STLTRAN	DATE
BURROWER STATE OF ILLINOIS COUNTY OF COOK 1, The Under 319 cm 1, March County, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that May to arroyo, Jose Beltrans May to Arroyo, J		
STATE OF ILLINOIS COUNTY OF COOK SS. The Cling 319 cd 1, Cling 319 cd 1, Cling 319 cd 1, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that May to Givey O, Jose Biltion of Mily a Biltion of Mily and Mily a Biltion of Mily and M	BORROWER MARIA BELTKIN	DATE
STATE OF ILLINOIS COUNTY OF COOK SS. 1. Chick Congression of the said County, in the State aforesaid, DO HEREBY CERTIFY that Mayio arroyo, Jose Boltwans Maria Bullyan Alexan, Miscole personally known to me to be the same persons whose names they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered the said instrument as Trive free and voluntary act, for the uses and purposes therin set forth. Given under my hand and official seal, this 15th day of arther 1989. Commission Expires This instrument was prepared by HERITAGE MORTGAGE COMPANY NAME 1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628		
COUNTY OF COOK SS. The United 319 cm 1, the State aforesaid, DO HEREBY CERTIFY that May to arroyo, Jose Bultanes Millia Bultanes, Miscuite personnally known to me to be the same persons whose names they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed, sealed and delivered the said instrument as Trail free and voluntary act, for the uses and purposes therin set forth. Given under my hand and official seal, this 15th day of and, 1989. Commission Expires This instrument was prepared by HERITAGE MORTGAGE COMPANY NAME 1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628	BURROWER	DATE
ADDRESS	The United Signary 1,	
ADDRESS		