

prepared by Mountain States Mortgage Centers, Inc.

Elaine Reese

833 East 400 South  
Salt Lake City, Utah 84102

UNOFFICIAL COPY

89293130

State of Illinois

Mortgage

FHA Case No.

131-5759738-703

This Indenture, made this 16th day of June, 1989, between Charles C. Christain and Arrie Christain, his wife in joint tenancy and Mountain States Mortgage Centers, Inc., Mortgagor, and

a corporation organized and existing under the laws of The State of Utah 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

Seventy Seven Thousand Seven Hundred Seventy Two and no/100ths-- Dollars (\$ 77,772.00) payable with interest at the rate of Twelve

per centum ( 12.00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

Salt Lake City, Utah 84102 , 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

Nine Hundred Thirty Three and 39/100ths-----

Dollars (\$933.39 )

on August 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 July

20 04.

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 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 140 in Burnside Lakewood Manor Unit No. 4, a Subdivision of part of the Northeast  $\frac{1}{4}$  and part of the Northwest  $\frac{1}{4}$  of Section 33, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

property address 5310 imperial Drive  
Richton Park, Illinois 60471

Tax no- 31-33-104-014 Volume No. 180

DEPT-01 \$15.25  
T#1111 TRIN 2468 06/27/89 14:47:00  
#6555 # 14 \*-89-293130  
COOK COUNTY RECORDER

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.

89293130

-89-293130

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Page 4 of 4

89293130

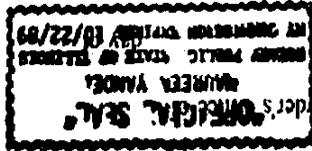
at o'clock

m., and duly recorded in Book

of

Page

A.D. 19



, Filed for Record in the Recorder's Office,

County, Illinois, on the

day of

Year

Notary Public

day of , A.D. 1989

Given under my hand and Notarial Seal this

free and voluntary, that for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

signed, sealed, and delivered the said instrument as this day in

person whose name is they  
subscribed to the foregoing instrument, appeared before me this day in

and witness, Do hereby certify That Charles C. Christiansen

and his wife, personally known to me to be the same

and witness, Do hereby certify That Charles C. Christiansen

a Notary public, in and for the county and State

State of Illinois

County of COOK

(Seal)

(Seal)

(Seal)

(Seal)

Arrie Christiansen

Charles C. Christiansen

Written the hand and seal of the mortgagor, the day and year first written.

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0 9 1 3 6 2 6 8 Page 1 of 4

HUD-9216M.1 (8-85 Edition)  
24 CFR 203.17(a)  
GSA Schedule Contracts  
GSA Schedule Contracts  
GSA Schedule Contracts  
GSA Schedule Contracts

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

Together with all singular the genelements, hereditaments and appurtenances inherent belonging, and the rents, issues, and profits therefrom of the said Mortgagor in and to said premises.

-89-293130

Property of Cook County Clerk's Office  
Tax no. 31-33-104-014 Volume No. 180

#6555 4-1 \* 89-293130

T#1111 TRAN 2488 06/27/89 14:47:06

\$15.25

Property address 5310 Imperial Drive  
Richton Park, Illinois 60471

DE-1-01

30

quarter of Section 33, Township 35 North, Range 13 East of the Third Principal  
Lot 140 in Burwood Lakewood Manor Unit No. 4, a subdivision of part of the Northeastern Cook County, Illinois.

except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July  
on August 1, 89, and a like sum on the first day of each and every month thereafter until the note is fully paid.

Dollars (\$933.39)

Nine Hundred Thirty Three and 39/100ths -----

at such other place as the holder may designate in writing, and delivered; the said principal and interest payable in monthly installments of  
per centum ( 12.00 ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in  
payable with interest at the rate of TWELVE  
Seventy Thousand Seven Hundred Seventy Two and no/100ths-- Dollars (\$ 77,772.00 )

wherewith, in the principal sum of  
Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even  
date hereof, in the principal sum of  
Mortgagee.

The State of Utah

I,

a corporation organized and existing under the laws of  
Mountain States Mortgage Centres, Inc.  
Charles C. Christensen and Arrie Christensen, his wife in joint tenancy  
, Mortgagor, and

131-5759738-703  
FHA Case No.**Mortgage**

State of Illinois

89293130



Prepared by Mountain States Mortgage Centres, Inc.

Elaine Reese, 488 South 8th Street, Salt Lake City, Utah 84101

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

Charles C. Christain

(Seal)

Charles C. Christain

(Seal)

Arrie Christain

(Seal)

Arrie Christain

(Seal)

State of Illinois

County of COOK

I, the undersigned  
aforesaid, Do Herby Certify That Charles C. Christain  
and Arrie Christain  
person whose name is \_\_\_\_\_ they  
person and acknowledged that they  
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

, a notary public, in and for the county and State

, his wife, personally known to me to be the same

subscribed to the foregoing instrument, appeared before me this day in  
signed, sealed, and delivered the said instrument as their  
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notaria Seal this

20<sup>th</sup> day

June

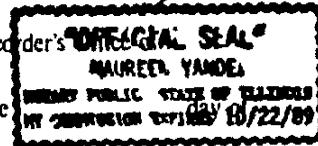
, A.D. 1989

Maureen Yander

Notary Public

Doc. No.

Filed for Record in the Recorder's Office  
County, Illinois, on the



A.D. 19

at o'clock

m., and duly recorded in Book

of

Page

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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 him 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, a 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.

89293130  
OCT 1 2000

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populists and renewables thinker shall be held by the Mortagagee and the companies approved by the Mortagagee and the  
have attached thereto loss payable clauses in favor of and in form  
of immediate notice by mail to the Mortagagee. In event of loss Mortagagee will give  
notice by mail to the Mortagagee, who may make proo

That He Will Keep the Improvements now existing or hereafter created on the mortgaged property, insured as may be required from time to time by the Mortgagor's agent loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and for such amount of which has not been made before. All insurance shall pay when due, any premiums on such insurance paid in full.

And as Additional Security for the repayment of the indebtedness  
afforded the Mortgagee does hereby assent to the Mortgagor's  
leasing rents, issues, and profits now due or which may hereafter  
become due for the use of the premises hereinabove described.

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 under subsections, and assessments, or insurance premiums, such as taxes, and assessments made by the Mortgagor for ground rents of the property, the Mortgagor shall be liable to pay to the Mortgagor the sum of the amounts so paid, plus interest thereon at the rate of six percent per annum, from the date on which the same became due and payable, until the date when payment in full is made.

Any deduction by the amount of any such negative 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 ( $\$0.04$ ) for each dollar ( $\$1$ ) for each payment more than fifteen ( $15$ ) days in arrears, to cover the extra expense involved in handling delinquent payments.

(III) interest on the note secured hereby;  
(IV) amortization of the principal of the said note; and  
(V) late charges.

paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount due hereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor each month in the following order of priority:

- (i) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(d) All payments mentioned in the preceding subsections of this  
agreement, and

estimated by the Majoragge) 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 assess-

(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

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:

That privilege is reserved to pay the debt, in whole or in part on  
any instalment due date.  
And the said mortgagor further covenants and agrees as follows:

opercate 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.

permises described herein or any part thereof or the improvement situated therein, so long as the Mortgagor shall, in good faith, con-tact the same or the validity thereof by appropriate legal pro-ceedings brought in a court of competent jurisdiction, which shall

"It is especially provided, however, that such provisions of this mortgage as to the contrary notwithstanding, 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

such repairs to the property herein mortgaged, as in its discretion it may deem necessary for the proper preservation thereof, and may make assessments, and insurance premiums, where, so, and may make debtiness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the mortgagor.

In case of the results of negotiations, the moratorium to make such payments, or to satisfy any prior claim of uncompromised other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Moratorium may suffer taxes.

in view of the said premises, during the continuance of said in-  
debtedness, insured for the benefit of the Major garage in such forms  
of insurance, and in such amounts, as may be required by the  
Major garage.

land is situated, upon the Moragagar or account of the ownership  
thereof; (2) a sum sufficient to keep all buildings that may at any  
time be required for the convenience of the said town, village  
or city in which the said

men to attach to said premises; to pay to the Mortgagor, as hereinafter provided, until said note is fully paid, (1) a sum suffi-  
cient to pay all taxes and assessments on said premises, or any tax  
or assessment that may be levied by authority of the State of Ill-

to accept 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 afforded by virtue of this instrument; not to suffer any lien of mechanics' men or material

And Said Moltagaeor COVENCANTS and AGREES:  
SECTION 10 OF THIS MORTGAGE (THIS DOCUMENT) APPLICABLE TO THE  
TENURE OF THE LAND AND HERITAGE.

In the case and to whom the above-mentioned premises, with the appurtenances and fixtures, unto the said Margaret, 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 the said Margaret does hereby specifically release and waive.

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89293130

## ASSUMPTION RIDER

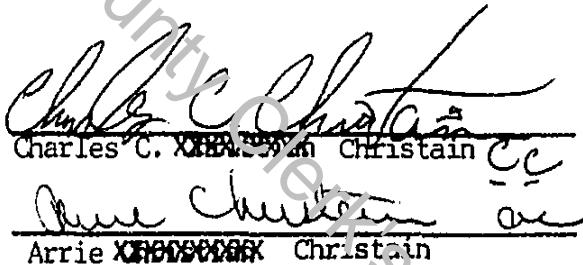
This Assumption Rider is made this 16th day of June, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage/Deed of Trust of the same date given by the undersigned (the "mortgagor") to secure mortgagor's Note to MOUNTAIN STATES MORTGAGE CENTERS, INC. (the "mortgagee") of the same date and covering the Property described in the Mortgage/Deed of Trust and located at:

5310 Imperial Drive                   Richton Park, Illinois 60471

(Property Address)

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 on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

By signing below, Mortgagor accepts and agrees to the terms and provisions contained in this Assumption Rider.

  
Charles C. Christain  
Arrie Christain

89293130

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3 9 2 9 3 1 3 0

State of Illinois

## Mortgage

FHA Case No.

131-5777702 703

This Indenture, made this 21st day of June, 19 89, between

FLORINE MATTHEWS, DIVORCED AND NOTE SINCE REMARRIED  
MOUNTAIN STATES MORTGAGE CENTERS, INC.

, Mortgagor, and

a corporation organized and existing under the laws of UTAH  
Mortgagor.

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

FIFTY SEVEN THOUSAND ONE HUNDRED NINETY AND NO/100----- Dollars (\$ 57,190.00 )

payable with interest at the rate of TWELVE per centum ( 12.0 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

833 East 400 South Salt Lake City, Utah 84102 , 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

SIX HUNDRED EIGHTY SIX AND 38/100----- Dollars (\$ 686.38 )

on August , 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 July

2004 .

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 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 ONE IN BLOCK FIVE IN CRAGIN, BEING CHARLES B. HOMER'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO.: 13-33-412-020 VOLUME NO.: 369

DEPT-01

\$15.25

T#1111 TRAN 2488 06/27/89 14:48:00

#6556 # A \*-89-293131

COOK COUNTY RECORDER

PROPERTY ADDRESS: 5115 West Bloomingdale Avenue  
Chicago, Illinois 60637

1635

REC'D-68-293131

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.

# UNOFFICIAL COPY

Page 4 of 4



SALT LAKE CITY, UTAH 84102

833 EAST 400 SOUTH MOUNTAIN STATES MORTGAGE CENTERS, INC.

SHELBY J. FRY THIS INSTRUMENT PREPARED BY:

89293131

A.D. 19

day of

Page

of

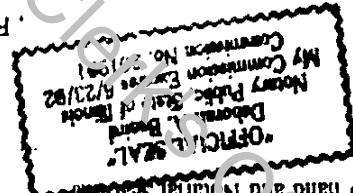
m., and duly recorded in Book

at o'clock

County, Illinois, on the

Filed for Record in the Recorder's Office of

Doc. No.



Given under my hand and Notarial Seal this  
AD. 1989 day of January 2000

free and voluntarily set forth the uses and purposes therein set forth, including the release and waiver of the right of homestead,  
person who executed this  
subscribed to the foregoing instrument, appeared before me this day in  
his wife, personally known to me to be the same  
and  
affixed, Do hereby certify that

I, THE UNDERSIGNED,  
a Notary Public, in and for the County and State  
of Illinois,

County of Cook

State of Illinois

(Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_

(Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal) \_\_\_\_\_

ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF.  
Witnessed the hand and seal of the Notary Public, the day and year first written.

FLORENCE MATTHEWS

X Florence Matthews