

# UNOFFICIAL COPY

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89301880

State of Illinois

517129-1

## Mortgage

FHA Case No.

131:5743120-703 203b

This Indenture, made this 30TH day of JUNE, 1989, between  
EDDIE D. GOLDEN, A BACHELOR AND ALICIA BLACK, A SPINSTER,  
Mortgagor, and  
FIREMAN'S FUND MORTGAGE CORPORATION,  
a corporation organized and existing under the laws of DELAWARE,  
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 THOUSAND FIVE HUNDRED FORTY EIGHT AND 00/100

----- Dollars (\$ 80,548.00)

payable with interest at the rate of TEN AND 500/1000  
per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in  
27555 FARMINGTON ROAD/P.O. BOX 1505, FARMINGTON 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  
SEVEN HUNDRED THIRTY SIX AND 81/100----- Dollars (\$ 736.81)  
on the first day of 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, 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 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 TWENTY NINE (29) IN BLOCK SIXTEEN (16) IN HULBERTS ST. CHARLES ROAD SUBDIVISION, A  
SUBDIVISION IN THE NORTHEAST ONE QUARTER (1/4) OF SECTION EIGHT (8), TOWNSHIP THIRTY NINE  
(39) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SOUTH OF THE  
INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 210 48TH AVENUE, BELLWOOD, ILLINOIS

60104

89301880

15-08-220-039 VOL. 158

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

HUD-92118-M.1 (9-88 Edition)

24 CFR 203.17(a)

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HUD-82118M-1

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PREPARED BY AND WHEN RECORDED, RETURN TO: CAROL WEBB

FIREMAN'S FUND MORTGAGE CORPORATION

4849 W. 167TH STREET  
OAK FOREST, IL 60452

A.D. 19

County, Illinois, on the

of

Page

A.D. 19

30

day of

Doc. No.

Filed for Record in the Recorder's Office of

Notary Public

ALICIA BLACK

4-2-98

Given under my hand and Notarized Seal this 30 day of April A.D. 1998

I, THE WITNESS, AGREE  
a Notary public, in and for the County and State  
of Illinois, Do hereby certify that Eddie D. Golden  
and ALICIA BLACK, a Bachelor, a subscriber,  
person whose name is  
subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that he  
signed, sealed, and delivered the said instrument as  
true and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

County of DuPage

State of Illinois

ALICIA BLACK

(Seal)

EDDIE D. GOLDEN

(Seal)

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

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immediate notice by mail to the Mortgagor, who may make prior  
acceivable to the Mortgagor in event of loss. Mortgagor will give  
have attached hereto less payable clauses in favor of and in form  
policy and renewals thereof shall be held by the Mortgagor and  
be carried in companies approved by the Mortgagor and the  
mean of which has not been made heretofore. All insurance shall  
when due, any premiums on such insurance prior  
periods as may be required by the Mortgagor and will pay promptly  
hazards, casualties and contingencies in such amounts and for such  
from time to time by the Mortgagor against loss by fire and other  
accident on the mortgaged property, insured as may be required.

**That He Will Keep the improvements now existing or hereafter  
become due for the use of the premises heretofore described.**

the rents, issues, and profits now due or which may hereafter  
afforesaid the Mortgagor does hereby assign to the Mortgagor all  
**And as Additional Security for the payment of the indebtedness**

the amount of principal then remaining under said note  
under subsaction (a) of the preceding paragraph as a credit against  
acquired, the balance then remaining in the funds accumulated  
ment of such proceedings or at the time the property is otherwise  
default, the Mortgagee shall apply, at the time of the commencement  
hereby, or if in the Mortgagee acquires the property otherwise after  
of this mortgagee resulting in a public sale of the premises covered  
paragraph. It there shall be a default under any of the provisions  
cumulated under the provisions of subsection (a) of the preceding  
count of the Mortgagor any balance remaining in the funds ac-

count of the debts, taxes, and indebtedness represented thereby, full payment  
in compulsion by the amounts of such indebtedness, credit to the ac-  
dane, with the provisions of the note secured hereby, full payment  
due to the Mortgagor under this note.

payments made by the Mortgagor under this note  
gager, or entitled to the Mortgagor, II, however, the monthly  
shall be credited on subsequent payments to be made by the Mort-  
such access, to the loan is current, at the option of the Mortgagor,  
taxes, and assessments, of insurance premiums, as the case may be,  
of the payments actually made by the Mortgagor for ground rents,  
subsaction (a) of the preceding paragraph shall exceed the amount under

If the total of the payments made by the Mortgagor under  
insurance, insured for the benefit of the Mortgagor in such amounts.  
which provided in handling delinquent payments.  
more than fifteen (15) days in arrears, to cover the extra expense  
not to exceed four cents (4c) for each dollar (\$1) for each payment  
under this mortgage. The Mortgagor may collect a "late charge"  
date of the next such payment, constituting an event of default.  
and shall unless made good by the Mortgagor prior to the due  
any deficiency in the amount of any such deficiency monthly pay  
date charges.

(b) amortization of the principal of the said note, and  
(b) interest on the note secured hereby;

(c) ground rents, if any, taxes, special assessments, fire, and other  
hazard insurance premiums;

(d) ground rents, if any, taxes, special assessments, fire, and other  
forfeiture, to be paid by the Mortgagor to the following items in the order set  
be applied by the Mortgagor to the following items in the order set  
shall be paid by the adder together and the aggregate amount to  
hereby shall be added together and the note secured

(b) all payments mentioned in the preceding subsection of this  
and assessments and fixtures, unto the said Mortgagor, its successors

special assessments; and

package in trust to pay said ground rents, premiums, taxes and  
assessments and become delinquent, such sums to be held by Note  
to the date when such ground rents, premiums, taxes and  
delivered by the number of months to elapse before the note

and taxes and assessments ready due in the mortgaged property, plus  
and other hazard insurance coverage the mortgaged property, plus  
premiums that will next become due and payable on policies of fire  
hereby, the Mortgagor will pay to the Mortgagor, on the first day

principal and interest payable under the terms of the monthly payments of  
That, together with, and in addition to, the monthly payments 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

of each month until the note is fully paid, the following sums:  
and other hazard insurance coverage the mortgaged property, plus  
premiums that will next become due and payable on policies of fire

whole or in part on any installment due date.

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 herein provided.

That the will promptly pay the principal of and interest on the  
indebtedness evidenced by the said note, at the times and in the  
manner herein provided.

That he will promptly pay the principal of any tax upon or agreeable  
or removal any tax, assessment, or tax lien upon or agreeable to the  
shall not be required nor shall it have the right to pay, discharge,

mortgage to the contrary notwithstanding, that the Mortgagor  
stated herein, so long as the Mortgagor shall in good faith, con-

tinued and the sale of furniture of the tax, assessments, or lien so  
operated to prevent the collection of the tax, assessment, or lien so

cedimes brought in a court of competent jurisdiction, which shall  
test the same as the Mortgagor thereof by appropriate legal pro-

cedures described herein, or tax lien upon or agreeable to the  
or remove any tax, assessment, or tax lien upon or agreeable to the  
mortgage to the contrary notwithstanding, that the Mortgagor

it is expressly provided, however, that other provisions of this  
Mortgage.

The sale of the mortgaged premises, if not otherwise paid by the  
debtors, secured by this mortgage, to be paid out of proceeds of  
monies so paid by the Mortgagor shall become so much additional in  
any debt necessary for the preservation thereof, and any

such receipts to the property herein mortgaged as in its discretion it  
assessments, and insurance premiums, when due, and make

receipts in good repair, the Mortgagor may pay such taxes.

receipt for taxes of assessments on said premises, or to keep said  
payments, or to satisfy any prior lien or encumbrance than  
in case of the refusal or neglect of the Mortgagor to make such

Mortgagee, or of the court, town, village, or city in which the said

or assessment that, be levied by authority of the State of (1)

client to pay all taxes and assessments on said premises, or any tax  
hereinafter provided, until said note is fully paid, (2) a sum equal

to keep said premises to pay any lien of mechanics men or material  
instruments, not to suffer any lien of contractors to pay to the value

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 Have and to Hold the 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 Exempted

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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 90 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 90 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 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 moneys 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 Mortgagee 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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Fireman's  
Fund

Fireman's Fund  
Mortgage Corporation

## PHA ASSUMPTION RIDER

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 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.

EDDIE D. GOLDEN  
EDDIE D. GOLDEN

6-30-89  
DATE

ALICIA BLACK  
ALICIA BLACK

6-30-89  
DATE

DATE

DATE

89301850

-89-301880

360/C-110 REV. 2/89

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