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89316524

State of Illinois

Mortgage

FHA Case No.

131:5693841-748

LOAN # 89-1034

This Indenture, made this 28TH., day of JUNE . 1989 . between

CHARLES T. ROBERTS, DIVORCED NOT SINCE REMARRIED
EVERGREEN HOME FUNDING CORPORATION . Mortgagor, and

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

TWENTY FIVE THOUSAND FIFTEEN AND NO/100----- Dollars (\$ 25,015.00-----) payable with interest at the rate of ELEVEN AND ONE-HALF

per centum (-----1 1/2 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in OAK FOREST, ILLINOIS . 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

TWO HUNDRED FORTY SEVEN AND 72/100----- Dollars (\$ 247.72-----) on the first day of 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 . 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 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:

HARVEY'S C.R.
LOT 41 AND THE SOUTH 5 FEET OF LOT 42 IN ~~MAPLE~~ SUBDIVISION OF BLOCK 2 OF SOUTH LAWN SUBDIVISION IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.PROPERTY ADDRESS: 14734 MADISON AVENUE
HARVEY, ILLINOIS 60426

PERM. TAX # 29-08-404-032-0000

DEPT-01 \$15.00
T#1111 1981 0310 07/12/89 12:44:00
#1457 # 89-39-316524
COOK COUNTY RECODER

-89-316521

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. SEE ATTACHED RIDER FOR ADDITIONAL PROVISIONS WHICH ARE EXPRESSLY MADE A PART THEREOF".

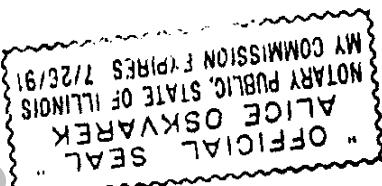
This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (l)) in accordance with the regulations for those programs.

Previous edition may be used
until supplies are exhausted

HUD-9211B-M.1 (8-86 Edition)
24 CFR 203.17(e)

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AT.G.F.
BOX 370



OAK FOREST, ILLINOIS 60452
15300 SOUTH CICERO AVENUE
EVERGREEN HOME FUNDING CORPORATION
CAROL V. RINCCHIUSO
THIS INSTRUMENT WAS PREPARED BY:

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

Doc. No.

Filed for Record in the Recorder's Office of

Notary Public

Given under my hand and Notarial Seal this 28TH, JUNE , A.D. 19 89
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.
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 HIS
NOTARY PUBLIC personally known to me to be the same
CHARLES T. ROBERTS, DIVORCED NOT SINCE REMARRIED
a Notary public, in and for the county and state
of Charles T. Roberts, Clerk, The Unplasticend
aforesaid Do hereby, Seal

County of COOK
State of Illinois
[Seal]

CHARLES T. ROBERTS, DIVORCED NOT SINCE REMARRIED
Charles T. Roberts, 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 **NINETY** 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 **NINETY** 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 suit, 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 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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policies and renewals thereof shall be held by the Mortgagor and have attached thereto less payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof

that the will keep the improvements now existing of the property
erected on the mortgaged property, insured as may be required
from time to time by the Mortgagor against loss by fire and other
hazards, castellars and contingencies in such amounts and for such
periods as may be required by the Mortgagor and will pay prompt
and full payment of all taxes, assessments, rates, charges, expenses
and costs of insurance, and all other expenses of the property
which has not been made heretofore. All insurance shall
be carried in companies approved by the Mortgagor and the
amount of which shall be carried in companies approved by the Mortgagor and the
Mortgagor, when due, any premiums on such insurance for pay-
ment of which has not been made heretofore. All insurance shall

And as Additional Security for the payment of the indebtedness after said the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

the amount of principal then remaining under said note
under subsection (a) of the preceding paragraph as a credit against
accrued, the balance then remaining in the funds accumulated
ment of such prepayments or at the time the property is otherwise
debaulk, the Mortgage shall apply, at the time of the consummation
of this mortgage transaction, in a public sale of the premises covered
hereby, or if the Mortgagee acquires the property otherwise after
paraphraph, it shall be a debt due under any of the provisions
cumulated in due the provisions of subsection (a) of the preceding
count of the Mortgage any balance remaining in the funds ac-

preceding paragraph shall not be sufficient to pay bond rents, premiums, and assessments made by the mortgagor, under subsection (b) of the
taxes, and assessments, or insurance premiums, as the case may be,
when the same shall become due and payable, then the Mortgagor
shall pay to the Mortgagor any amount necessary to make up the
deficiency, on or before the date when payment of such bond
is due, taxes, assessments, or insurance premiums shall be due, if at
any time the Mortgagor shall render to the Mortgagor, in accord-
ance with the provisions of this note executed hereby, full payment
of the entire indebtedness represented hereby, the Mortgagor shall
in complete, & the amount of such indebtedness, credit to the ac-

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 subsection (a) of the preceding paragraph, the Mortgagor under such subsection, or creditited to the Mortgagor, if, however, the monthly payments made by the Mortgagor under subsection (a) of the

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default. The Mortgagor may collect a late charge under this mortgage. The Mortgagee may collect a late charge not to exceed four cents (4¢) for each dollar (\$1.00) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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

(ii) interest on the note secured hereby;

(iii) amortization of the principal of the said note; and

(iv) late charges.

(6) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment hereinafter referred to as the "monthly payment".

specific) assessments; and

estimated by the Mortgagor less than \$100 paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sum to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and assessments in full at the time of sale.

(B) A sum equal to the ground rents, if any, next due, plus the premiums that will necessarily 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 till all is paid.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note executed hereto, 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 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 specified. Privilege is reserved to pay the debt in whole or in part on any installment due date.

And the said Mortgagor further covenants and agrees as follows:

If it is expressly provided, however, all other provisions of this mortagagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortagagee shall in good faith, consist the same or the liability thereof by appropriate legal pro- ceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior claim of the holder of another than the holder of the title or of the mortgagee, or to keep said premises, or to taxes or assessments on said premises, or to pay such taxes, or to keep such taxes, the Mortgagor may pay such taxes, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in his discretion he may deem necessary for the proper preservation thereof, and any money so paid or expended shall become so much additional debt due, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

And Said Mortgagor covenants and agrees:
To keep said premises in good repair, and not to do, or permit to
be done, upon said premises, anything that may impair the value
thereof, or of the security intended to be effected by virtue of this
Instrument; not to suffer any less of mechanics men or material
instruments, nor to suffer any less of mechanics men or material

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LOAN # 89-1034

FHA CASE # 131:5693841-748

PROPERTY: 14734 MADISON AVENUE

HARVEY, ILLINOIS 60426

FHA ASSUMPTION POLICY RIDER

All FHA Mortgages - Effective 12/01/86

The mortgage 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 no later than 12 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. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

Charles T. Roberts
MORTGAGOR CHARLES T. ROBERTS,
DIVORCED NOT SINCE REMARRIED

MORTGAGOR

MORTGAGOR

MORTGAGOR

State of ILLINOIS SS.
County of COOK

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLES T. ROBERTS, DIVORCED NOT SINCE REMARRIED,

personnally known to me to be the same 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 HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28TH day of JUNE, 1989.

Alice Oskvarek
NOTARY PUBLIC

7/26/91
My Commission Expires

A.T.G.F.
POX 370

