# UNOFFICIAL COPY 89319495

State of Illinois

SEDIS (1) 25 CS

#### Mortgage

FHA Case No 131:5687318-703

day of JUNE 28TH This Indenture, made this JESUS MACIAS, DIVORCED NOT SINCE REMARRIED AND JOSE P. MACIAS, MARRIED TO CASTULA MACIAS\*\* SUMMIT FINANCIAL SERVICES THE STATE OF ILLINOIS a corporation organized and existing under the laws of

. Mongagor, and

. Mortgagee. Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even ONE HUNDRED FIFTY FIVE THOUSAND EIGHT HUNDRED THREE date herewith, in the principal sum of

AND NO/100

Dollars (\$

, 19 89 , between

155,803.00

payable with interest in the rate of ELEVEN 11.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 5818 SOUTH ARCHER ROAD, SUMMIT, ILLINOIS 60501

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in morably installments of

ONE THOUSAND FOUR PUNDRED EIGHTY THREE AND 75/100 Dollars (\$ 1,483.75 **AUGUST** . 1989 and a like sum on the first day of each and every month thereafter until the note on the first day of is fully paid, except that the final payment of principal and interest, if not sconer paid, shall be due and payable on the first day , 20 19 . JULY

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and inserest and the performance of the coverants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, bying, and being in the county of COOK

LOT 24 IN C.P. DOSE'S SUBDIVISION OF BLOCK 13 (EXCEPT THE NORTH 44 FEET THEREOF) IN KIMBELL'S SUBDIVISION OF THE BAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTP, RANGE 13, BAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE 25 ACRES IN THE NORTHEAST CORNER THEREOF), IN COOK COUNTY, ILLINOIS.

\*\*CASTULA MACIAS IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

COMMONLY KNOWN AS: 2513 NORTH RIDGEWAY

CHICAGO, ILLINOIS 60647

50FT-£1 TAMAN TRAN 0788 97.112.87 15 21.99 #469 an x-39-319495 BR WHE BORES

Together with all and singular the tenements, hereditaments and appunerances thereunto belonging, and the rents, issues, and profes 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 futures 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.

Previous edition may be used until supplies are exhausted

HUD-92116-M.1 (9-85 Edition)

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24 CFR 203.17(a)

\*\*CASTULA MACIAS IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING

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Notary Public.		r Kojeske VE SEAL		
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ni yeb zint em enoled benesqq	ibscribed to the foregoing instrument, a bed, and delivered the said instrument a			person whose n person and selo
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Page 4 of 4

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and to notice and and in the preceding subsection of the special assessments; and

toe tobio off in amon grinvollor off to tookeast in the order set or instricted slightly of the coordinates in the coordinate for the coordinates of the co hereby shall be added together and the aggregate amount thereof becazzaby and all payments to be made under the note secured

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

hazard insurance premiums.

(ii) interest on the note secured hereby.

time amortization of the principal of the said notes and

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If the total of the payments made by the Mortgagor under ernom jeg insupnist grilbaar, ni berloini more than filteen (15) days in attents to cover the extra expense not to exceed four cents (45) for each dollar (51) for each payment "ragisari stell a trollor (am rogegitol/ sall regegitom arti telate date of the next such payment, constitute an event of default ment thall, unless made good by the Mortgagur prior to the due Any deficiency in the amount of any such aggregate monthly pay-

ation blue tabnu blegn, igninismet nent lugioning to truoms esti under subsection tot 10 the preceding paragraph as a credit against patelumuses shaut ant a commemor nant apraised ant commupee च्यान्यामाण्य और १० नामा और १४ हुन्युक्त हिन्युक स्टब्स्याम् अप १५ आ गावर १० नामा इस सम्बद्धाः स्टब्स्याम् heredy, or if the Morigages asymies the property otherwise after this mortgage resulting in a public sile of the premises covered suoistroid out to the tobain the defend of the protessions camulated under the provisions of subsection in of the preceding contract of the Mo tergor any balance remaining in the funds acin computing the amount of such indebtoduess, credit to the acof the univer indebtedates 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 accorr des, taxes, essessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground shall gest to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor takes, and assessments, or insurance premums, 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. It, however, the monthly shall be credited on subsequent payments to be made by the Moremodestrold with the losin is current, is the option of the Mortgagon, takes, and essessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rentaannounce of the besselve the freezestes and besselve the announce

the tents, usues, and profits now due or which may hereafter eforessid the Mortgegor door hereby essign to the Mortgegor all And as Additional Security for the payer on the indebtedness

become due for the use of the premises heremabove described.

fileds continued its territorial permitted for a finisher to mem hazards, casualtico and contingencies in such amounts and for such ाज्ञात होता आहे. विवाद अन्यद्वे अन्यद्वे अस्य विवास विकास विकास विवास pannhar aq Kemisa parasmi (inadoid pažežirom auj no parasia That He Will Keep the improvements now existing of increation

ture attached thereto has payable clause in favor of and in form हैं। समृद्या वृत्तदा उपने प्रेरव्यातायार एवं शत्या वारतायायद प्रेरत जाव विका remore the first bits assembled with the bringer and them as aborting

minisclusic notice by mail to the Mortgagee, who may make proof acceptable to the Mortgagee. In creat of loss Mortgagor will give bas orgegrook out is blod of Bado toorests slawers has coloilog be carried in companies approved by the Mortgagee and the

> benefits to said Mortgagor does hereby expressly release and waiter Exemption Laws of the State of Illinois, which said rights and from all rights and benefits under and by virtue of the Homestead and assigns, foreset, for the purposes and uses berein set forth, free eppentenances and fectures, unite the said Mortgagee, its successors To Have and to Hold the above described premises, with the

And Said Mongagor was manus and agrees.

an bies to consuminoo ant grin, buccontinuance of said inknock, or of the county, team, village, or city in which the said and is sature, upon the Mattergor on account of the ownership or researant the man be levied by authority of the State of the cent to fall all taxes and assessments on said premises, or any tax esternatives provided, until said note in fully, paid, this assum suffic अरा १० शास्त्रदेश १० शम्य केरमाञ्चल १० कि १० १५६ १५ एक १५६ १५ 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

.558£8170}/ of insurance, and in such amounts 3's may be required by the debtoduces, insured for the termin of the Mortgagee in such forms there of: (2) a sum sufficient to keep all buildings that may at any

the sale of the mortgaged premises, if not otherwise paid by the र्कास्तिकड, अरधारते के क्षेत्र कारायुद्धहुर, 10 के क्षेत्रेते 001 वर्ष काराव्यति moneta so paid or expended that become so much additional in gain to a clostedt nottermeeng mong adt tol geseem meet gam il nother til ni en bayeytom niered griegory ant or etieger disc. assessments, and insurance premiums, when due, and may make ाध्यक्त प्राप्त कि रिका कडिकाम् पूर्व प्राप्त प्रतिकारिक विकास करें that for takes or assessments on said premises, or takes to later नदारी अंगांत का राज स्वास्तरी का ने माला होदा जा प्राप्त अंगांत का अंग अवकार होता है। तियस और स्थापन के राज्या है। जिस्से के प्रतिकार के प्रियमित क्षा के अध्य ती

Central in a court of comparent jurishing a near the saled equilibric ार्च (ब्ह्रेश अवार्यकार्युवेह (व )काञ्चा (प्रकृत्तर आहे १० अवस्त आहे १८३ anusted thereon, so long as the Mortgagns that in good by increased theisting premises described betein or any part thereof or the improvenency strainte and tax, assessment of tax lien upon or against the shall not be required not shall it have the right to pay, discharges, montgage to the contract notwithstanding), that the Montgages It is expressly provided, however tall other provisions of this Josephol/

अधार भ्या रिहास्त वा उक्तस्या trug (the 10 contrary dies wit to stepping to size out day datesings everals to present the cellection of the tax, assessment, or non-sign

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अप्रवृक्त वर हार देवार वर्ण आरहातुष्णस्यार पुत्रस् पृत्रस् manner therein provided. Privilege is reserved to pay the debt in endebischess evolenced by the said note, at the times and in the edt no teeteni ban do legioning och gog eligmong like ed teef.

extract mouth until the said note is fully paid, the following sume: besety, the Mongagor will ray to the Mongagee, on the first day botupes alon add to sinter add rebat agic tenter of the note secured. That, together with, and in addition to, the monthly payments of

bas east leminast, lends bavors black (eq et leuts al beste assessments will become delinquent, such sums to be held by. More का किर चेतर अधेरा अवदी हालवाचे क्वांका प्रेरणावायात खब्द वर्ग वा disable by the number of months to elepse before one month prior relation of the Montgrees less than elevady paid therefor sa ilai grisqoiq bogagitom sitt no bub teen ginemigeed bilg sekat יינים הנוסבו נושדים ונשתופותה הסוגבונים מעם שסנו לשלבה ביו היוסבו ביותר and to calcifor no stateter bas sub-amoned men little text communication and suld caub tran tine it canst bounds and to laups more A. (st

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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 less 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 nervoy remaining unpaid, are hereby assigned by the Mortgager to the hortgage and shall be paid forthwith to the Mortgage to be applied by it on account of the indebtedness secured hereby, whether due of no.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within from the date hereof twritten statement of any officer of the Department of Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 time from the date of this mortgage, declining to insure (aid note and this mortgage being deemed conclusive proof of such in dig bility), 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 stats 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 more is 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 indepteness 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, somely with, and duly perform all the covenants and agreemen's he ein, then this conveyance shall be null and void and Mortgago, will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and hortgagor 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.



#### FHA ASSUMPTION POLICY RIDER

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 28TH day of JUNE .1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to SUMMIT PINANCIAL SERVICES

(the 'Mortgagee') and covering the property described in the Instrument and located at:

2513 NORTH RIDGERAY, CHICAGO, ILLINOIS 60647
(Property Address)

AMENDED COVENANT, In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree as follows:

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 part of the property is sold or obserwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than X = 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.

	= -	ated this Assumption Policy Rider.	
JESUS MACIAS	Mortgagor	GOSE P. MCIAS	(Sea) Mortgagor
,	(Seal) Mortgagor	76 Ox	Mortgagor
checked instead of 12 months.		dary residence of the Mortgagor, 24	months will be

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