

# UNOFFICIAL COPY

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710048-7

State of Illinois

## Mortgage

FHA Case No

131: 5791654-703

This Indenture, made this 21ST----- day of JULY 19 89, between

DEBORAH M. HESS, MARRIED TO LUIS A. FLOCCO-----, Mortgagor, and  
-----FLEET MORTGAGE CORP.,  
a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND  
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

ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED SIXTEEN AND NO/100---- Dollars (\$ 113,816.00)  
payable with interest at the rate of TEN AND ONE HALF  
per centum ( 10.5 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in  
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

ONE THOUSAND FORTY ONE AND 12/100---- Dollars (\$ 1,041.12)  
on SEPTEMBER 1ST 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 last day of AUGUST

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:

LOT 23 IN S.S. KIMBELL'S SUBDIVISION OF LOT 9 IN KIMBELL'S SUBDIVISION OF THE EAST  
1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT 25 ACRES IN  
THE NORTHEAST CORNER THEREOF) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

13-26-412-020  
3442 W. Wrightwood  
1100, 71-100647

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

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CHICAGO, IL 60635  
2643 N. HARLEM AVE.  
FLEET MORTGAGE CORP.  
THIS INSTRUMENT WAS PREPARED BY:



Property of Cook County Clerk

MERIT TO WAIVE THE HOMESTEAD RIGHTS CONTAINED HEREIN.  
EXECUTES THIS MORTGAGE NOT AS A MORTGAGOR, BUT

WILL DEED

at office \_\_\_\_\_, and duly recorded in Book \_\_\_\_\_, page \_\_\_\_\_ of \_\_\_\_\_.

County, Illinois, on the day of

A.D. 19

Filed for Record in the Recorder's Office of Doc. No.

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/7/92  
Notary Public

Gives undersigned hereto a Notarial Seal this 21st day of April, 1989.

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

person and acknowledge that THEY  
subscribed to the foregoing instrument, appeared before me this day in  
and Luis A. FLOOCO, HER HUSBAND ARE

procured, hereby certify that DEBORAH M. HESS,  
and Deborah M. Hess, married to Luis A. Flooco,

a notary public, in and for the county and State

County of Cook

State of Illinois

DEBORAH M. HESS, MARRIED TO LUIS  
A. FLOOCO  
[Seal] [Seal]

Deborah M. Hess

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

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and as additional security for the payment of the indebtedness  
arising out of the Mortgagor does hereby assent to the Mortgagor all  
the rights, issues, and powers now or which may hereafter  
become due to the use of the premises before above described

Any deficiency in the amount of any such afterpage would prevent payment shall, unless made good by the Afterpage prior to the due date of the Afterpage, constitute an event of default.

date of the next such payment, constitute an event of default.

under this mortgage. The Mortgagor may collect a "late charge", not to exceed four cents (\$0.04) for each dollar left for each payment due after the due date of the payment, if paid in arrears, or over the extra expense involved in handling demand狀 examinations.

(iii) interest on the note secured hereby,  
(iv) organization of the principal of the said note; and  
thus the trustee.

(b) Ground rents, if any, rates, taxes, special assessments, fire, and other hazards insurance premiums.

shall be paid by the Mortgagor each month in a single payment to  
the applier by the Mortgagor to the following items in the order a

(ii) All payments mentioned in the price-list should be made by bank transfer or by post-order.

in terms of pay and ground rents, premiums, rates and special assessments, and

(B) A sum equal to the ground rents, if any, next due, plus the premiums that will arise because the land payable on policies of fire and other hazard insurance covering the mortgaged property, plus and other hazards insurable costs due on the mortgaged property, plus taxes and assessments next due on the mortgaged property shall as estimated by the Mortgagor less all sums already paid therefore divided by the Mortgagor less the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assess-

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 Mortgaggee, on the first day of each month until the said note is fully paid, the following sum:

And the said Moldabagor further conveinants and agrees as follows:  
That privilege is reserved to pay the debt in whole or in part on  
any installment due date.

promises described herein or any part thereof or the amendment  
stipulated differences, so long as the lessee continues shall, in good faith, con-  
sult the same or the advice of the appropriate legal, in case thereon, so long as  
such the same or the advice of the appropriate legal, in case thereon, so long as  
ceedings brought in a court of competent jurisdiction, which shall  
operate to prevent the collection of the tax, assessment, or fine so  
conferred and the value of forfeiture of the said premises or any part  
thereof to satisfy the same.

It is expressly provided, however, that the provisions of this message to the country notwithstanding, that the Minister shall not be required nor shall it have the right to pay disbursements made by the Tax Assessment Board or by any other authority of the Government of Canada, except as may be necessary to meet the expenses of carrying out the functions of the Tax Assessment Board.

expenses in good repair, the principal expenses are those of maintenance, and insurance premiums, which are paid by the lessee at the rate of the monthly rental price, if not otherwise paid by the lessor. The value of the mortgaged premises, if not otherwise paid by the lessor, is secured by this mortgagee, to be paid out of the proceeds of sale, or paid to the lessor if the lessor has been compelled to sell the mortgaged premises, secured by this mortgagee, so that he may have no right to sue for the same.

In case of the refusal of negligence of the Master-builder to make such payments, or to satisfy any claim of non-remuneration after three days of presentation of assessments on said premises, or to keep said

of insurance, and in some countries, as may be required by the  
Mortgagee, insured for the benefit of the Mortgagee in such forms  
described, insuring for the continuance of said in  
time be on said Insurors, during the continuance of said in  
time, at a premium to be agreed upon between the parties to the  
policy.

wherever possible, paid in full and no more is really paid, it is a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by virtue of the State of Illinois, or of the country, town, village, or city in which the said land is situated upon the first day of January in each year.

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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 in 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 inelegibility 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 item 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 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 Contained herein 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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RIDER

FMC #710048-7

This Rider, attached to and made part of The Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument") between DEBORAH M. HESS, MARRIED TO LUIS A. FLOCCO (the "Borrower") and Fleet Mortgage Corp. (the "Lender") dated 7/21, 1989, revises the Security Instrument as follows:

The Lender shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Security Instrument 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 Borrower, pursuant to a contract of sale executed not later than 12 months (24 months if the property is not the principal or secondary residence of the borrower) after the date on which the Security Instrument is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Dated 7/21, 1989.

Borrower DEBORAH M. HESS, MARRIED  
TO LUIS A. FLOCCO

Borrower

DEPT-01 RECORDING  
T 2222, TRAN 5294 7/24/89 0944500  
1980, B - 89-336507  
COOK COUNTY RECORDER \$15.25

-89-336507

PS-592 (2/89)  
FHA Multistate Assumability Rider

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