

# UNOFFICIAL COPY

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State of Illinois  
BOX 238  
LOAN # 7042

## Mortgage

FIA Case No.

131:5734164-748

This Indenture, made this 20TH day of JULY, 19 89, between

CHARLES M. CAMPBELL, DIVORCED AND NOT SINCE REMARRIED  
JAMES F. MESSINGER & CO., INC.

, Mortgagor, and

a corporation organized and existing under the laws 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 **FORTY EIGHT THOUSAND NINE HUNDRED AND NO/100-----**  
Dollars \$ 48,900.00-----

payable with interest at the rate of **ELEVEN**  
per centum **11 1/2** per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in  
**WORTH, 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  
**FOUR HUNDRED SIXTY FIVE AND 69/100----- Dollars (\$ 465.69-----)**  
on **SEPTEMBER 1**, 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 **AUGUST**.

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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 150 (EXCEPT THE WEST 15 FEET) IN SHARPSHOOTERS PARK  
SUBDIVISION OF PART THE WEST 1/2 OF THE SOUTHWEST 1/4 OF  
SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PERMANENT TAX NO: 25-21-318-012

668 West 117th Place  
Chicago, Illinois 60628

THIS DOCUMENT WAS PREPARED BY:  
BERNICE A. FESSETT  
JAMES F. MESSINGER & CO., INC.  
5161-67 West 111th Street  
Worth, Illinois 60482

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

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BOX 238

## MORTGAGE

~~CHARLES M. CAMPBELL, DIVORCED  
AND NOT SINCE REMARRIED~~

JAMES F. MESSINGER & CO., INC.

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668 West 117th Place  
Chicago, Illinois 60628

DEPT-01 00000000000000000000000000000000

...and duly recorded in book

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THE UNDERSIGNED CHARLES M. CAMPBELL, DIVORCED AND NOT MARRIED		of the County, Illinois, on the day of <u>July 20</u> , 19 <u>89</u>
, a Notary Public, in and for the County and State prescribed, Do hereby certify That		CHARGED WITH THE RECORD IN THE RECORDER'S OFFICE OF MY COMMISION EXP. 7-25-91 NOTARY PUBLIC, STATE OF ILLINOIS JOHN HANNAH
Signed, sealed, and delivered the said instrument as subscribed to the foregoing instrument, appreared before me this day of <u>July 20</u> , 19 <u>89</u> , personally known to me to be the said JOAN whose name is <u>HS</u> HE SIGNED, ACCORDING TO THE FOREGOING INSTRUMENT, APPREARED BEFORE ME THIS DAY AND VOLUNTARILY, ACTING IN THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.		JOAN WHOSE NAME IS HS HE SIGNED, ACCORDING TO THE FOREGOING INSTRUMENT, APPREARED BEFORE ME THIS DAY AND VOLUNTARILY, ACTING IN THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.
, A.D. 19 <u>89</u>		NOTARY PUBLIC, STATE OF ILLINOIS JOHN HANNAH

County of Cook

State of Illinois

Insect

183

118

112

Witnesses the hand and seal of the Notarypublic, the day and year first written.

THE TRANSFER OF PROPERTY RIDER TO DEED OF TRUST/MORTGAGE IS ATTACHED TO AND  
REMAINS PART OF THIS MORTGAGE.

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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 (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 **NINETY (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 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, 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 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 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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immediately notice by mail to the Mortgagor, who may make prior  
accepatble to the Mortgagor each Mortgagor, in event of loss Mortgagor will give  
have attatched thereto each Mortgagor, in favor of said Mortgagor will form  
polices and renewals thereof shall be held by the Mortgagor and  
be carried in communities approved by the Mortgagor. All insurance shall  
ment of which has not been made hereinafter. All premium for pay.  
pericks as may be required by the Mortgagor. All premium for pay.  
hazards, casualties and contingencies loss by fire and other  
from time to time by the Mortgagor. Insurance now existing or hereafter  
erected on the Will keep the improvements now  
that it will equal to the ground rents, if any, next due, plus the  
losses due for the premiums and deductible depreciation.

the amount of principal then unpaid under said note  
under subsection (a) of the preceding paragraph is a credit  
accrued the Mortgagor does hereby assign to the Mortgagor all  
the rents, losses, and profits due to such may hereafter  
decreased the Mortgagor's security under any amendment of the indebtedness  
of such predecessor, or at the time the property is otherwise  
decreased, the Mortgagor shall apply, at the time of the commencement  
hereby, or if it is impossible to determine the property otherwise after  
of this mortgage continuing in a similar state of the previous  
paragraph, if hereafter shall be a default under any of the provisions  
contained, under the provisions of subsection (a) of the preceding  
cause of the Mortgagor any balance remaining in the funds ac-

to commence the division of such indebtedness, credit to the note,  
divide with the provisions of this note accrued hereby, full payment  
and subsequently under the Mortgagor to the Mortgagor, in accor-

any time the Mortgagor shall tend to the Mortgagor, in due, if in  
reality, losses, assessments, or liens due from  
delivered, or before the date when payment of such ground  
will pay to the Mortgagor any amount necessary to make up the  
when the same shall become due and payable, when the Mortgagor  
taxes, and assessments, of liens due from the Mortgagor, be,  
preceding paragraph shall not be sufficient to pay ground rents.

payments made by the Mortgagor, if however, the Mortgagor  
pays, or required to the Mortgagor, in due, if the date of delin-

such excess, if the loan is current, or immatured payments, as the case may be,

shall be credited on subsequent payments, or liens due from the Mortgagor,

any deficiency in the amount of any such aggregate monthly pay-

(ii) late charges

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

(iv) interest on the note secured hereby;

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

(vi) all payments mentioned in the preceding paragraph  
hereby shall be added together and the note secured

(vii) all payments mentioned in the following items in the order set  
forth:

be applied by the Mortgagor to the following items in a like manner to  
shall be paid by the Mortgagor each month in a like manner to  
hereby shall be added together and the note secured

(viii) all payments mentioned in the above described pre-

ments will become delinquent, such sums to be held by Mortgagor  
in trust to pay said ground rents, premiums, taxes and special

to the date when such ground rents, premiums, taxes and assess-

of each month until the said note is fully paid, the following sum  
hereby, the Mortgagor will pay to the Mortgagor, on the first day  
January and interest payable under the terms of the note accrued  
from the date when to the ground rents, if any, next due, plus the  
premium and interest payable due and payable on policies of fire

and other hazard insurance covering the mortgaged property all as

lapses and assignments next due on the Mortgagor paid therefor.

That, together with, and in addition to, the monthly payments of

any indebtedness due date.

That privilege is reserved to pay the debt, in whole or in part on

And the said Mortgagor further covenants and agrees as follows:

thereof to satisfy the same  
contested and the sale or forfeiture of the tax and premises or any part  
operated to prevent the collection of the tax, assessment, or lien so  
entitles brought in a court of competent jurisdiction, which shall  
less the sum of the liability thereon by application before  
settled hereon, so long as the Mortgagor shall in have the right to pay, either  
premises described herein or any part thereof of the impoundment

or remove any tax, assessment, or lien upon or within the

which not be required nor shall it have the right to pay, either  
Mortgagor to the court or notwithstanding, that the Mortgagor

it is expressly provided, however full other provisions of this

Mortgagor any balance remaining in the funds ac-

the sale of the mortgaged premises, if not otherwise paid by the

debtor, secured by this mortgage, to be paid out of proceeds of

money so paid or expended shall become to much unaccounted in

such receipts to the property herein mortgaged as in its discretion

payments in good faith, and may make

payments, or to satisfy any taxes, assessments, or to keep said

in case of the refusal of the Mortgagor to make such

Mortgagor, the benefit of the Mortgagor, in any form

debtor, incurred by the Mortgagor, during the continuance of said in

time be an and debtor, during the continuance of said in

therefore, (2) a sum sufficient to keep all buildings that may in

hand, or of the country, known, village, or city in which the said

or assessment that may be levied by authority of the State of II

elent to pay all taxes and assessments on said premises, or any tax

hereinafter provided, until said note is fully paid, (II) a sum suffi-

cient to allow to said premises, to pay to the Mortgagor, as

men to suffer in said premises, not to suffer in hen of mechanics men or material

instrument, 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 above described premises, and not to do, or permit to

And Said Mortgagor covenants and agrees:

benefits to said Mortgagor does hereby expressly release and waive.

Example laws of the State of Illinois, which said rights and

from all rights and benefits under and by virtue of the Homeestead

and assents, forever, for the purposes and uses herein set forth, free

# UNOFFICIAL COPY

131-57341140  
IHA CASE NO.

131:5734164-748

## TRANSFER OF PROPERTY RIDER TO DEED OF TRUST/MORTGAGE

This Transfer of Property Rider is made this 20TH day of JULY, 1989 and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between

CHARLES M. CAMPBELL, DIVORCED AND NOT SINCE REMARRIED , the Trustors/Mortgagors,

JAMES F. MESSINGER & CO., INC. , the Beneficiary/Mortgagee, as follows:

Adds the following provision:

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.

(\*If the property is the principal or secondary residence of the mortgagor enter "12", if the property is not the principal or secondary residence of the mortgagor, "24" must be entered.)

IN WITNESS WHEREOF, Trustor/Mortgagor has executed this Transfer of Property Rider.

Signature of Trustor(s)/Mortgagor(s)

Charles M. Campbell

CHARLES M. CAMPBELL

668 West 117th Place