

UNOFFICIAL COPY

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State of Illinois
BOX 238
LOAN # 7043

Mortgage

FHA Case No.
131:5754356-703

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

DAVID MILLER AND THERESA MILLER, HIS WIFE
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 NINETY FOUR THOUSAND SIX HUNDRED FIFTY AND NO/100-----

(Dollars \$ 94,650.00-----)

payable with interest at the rate of ELEVEN
per centum (11 %) 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

NINE HUNDRED ONE AND 37/100----- (Dollars \$ 901.37-----)

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

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:

THE SOUTH 47 FEET OF THE NORTH 94.08 FEET OF THE EAST 125 FEET OF
LOT 6 IN RIVERSIDE ACRES, A SUBDIVISION IN THE SOUTH HALF OF SECTION
1, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS

PERMANENT TAX NO: 18-01-316-025

4504 CENTER AVENUE
LYONS, ILLINOIS 60534

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

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

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BOX 238

MORTGAGE

DAVID MILLER AND
THERESA MILLER, HIS WIFE

TO

JAMES F. MESSINGER & CO., INC.

4504 CENTER AVENUE
LYONS, ILLINOIS 60534

Property of Cook County Clerk's Office

at clock

m., and duly recorded in Book of

County, Illinois, on the

day of

A.D. 19

Doc. No.

, Filed for Record in the Recorder's Office of

Notary Public

A.D. 19 89

[Signature]
JULY day

20th SEAL
LYNN GAGLIARDI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY 15, 1993

Given under my hand and Notarial Seal this

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

person and acknowledged that THEY

person whose name S ARE

and THERESA MILLER

afforded. Do hereby Certify That DAVID MILLER

I, THE UNDERSIGNED

County of COOK

State of Illinois

(Seal)

(Seal)

THERESA MILLER

DAVID MILLER

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

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

5930665

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 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 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.

131,57,64356-703

GLBF INFORMATION CALL OUR LARGE IN-PHYSIO THERAPY DEPT.
 (714) 361-7555 (NORTH) & (714) 361-2500 (SOUTH) FAX (714) 361-0775

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A.T.G.F.I
BOX 370

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ARTICLE THREE The manner in which an exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class shall be the number of issued shares of that class, provided that if effected by this amendment is as to paid-in and paid-up capital, insert "No change."

No Change

ARTICLE FOUR (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (if not applicable, insert "No change.")

No Change

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (if not applicable, insert "No change.")

No Change

Before Amendment After Amendment

Paid-in Capital

\$ 1,000.00 \$ 1,000.00

(Complete either item 1 or 2 below)

(1) The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated June 26, 19 89

Jacel, Inc.

(Exact Name of Corporation)

attested by Velma D. Hopkins

(Signature of Secretary or Assistant Secretary)

Velma D. Hopkins - Secy.

(Type or Print Name and Title)

John D. Drain

(Signature of President or Vice President)

John D. Drain

(Type or Print Name and Title)

(2) If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated _____, 19 _____

15343067

NOTES and INSTRUCTIONS

- NOTE 1** State the true exact corporate name as it appears on the records of the office of the Secretary of State, BEFORE any amendments herein reported
- NOTE 2** Incorporators are permitted to adopt amendments ONLY before any shares have been issued and before any directors have been named or elected (§ 5.10.10)
- NOTE 3** Directors may adopt amendments without shareholder approval in only six instances, as follows:
 (a) to remove the names and addresses of directors named in the articles of incorporation
 (b) to remove the name and address of the initial registered agent and registered office, provided a statement pursuant to § 5.10 is also filed
 (c) to split the issued whole shares and unissued authorized shares by multiplying them by a whole number, so long as no class or series is adversely affected thereby
 (d) to change the corporate name by substituting the word "corporation", "incorporated", "company", "limited", or the abbreviation "corp.", "inc.", "co." or "ltd." for a similar word or abbreviation in the name, or by adding a geographical attribution to the name
 (e) to reduce the authorized shares of any class pursuant to a cancellation statement filed in accordance with § 9.05
 (f) to restate the articles of incorporation as currently amended (§ 5.10.15)
- NOTE 4** All amendments not adopted under § 5.10.10 or § 5.10.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the shareholders approve the amendment.
 Shareholder approval may be (1) by vote at a shareholders' meeting (either annual or special) or (2) by consent, in writing, without a meeting.
 To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding shares entitled to vote on the amendment (but if class voting applies, then also at least a 2/3 vote within each class is required).
 The articles of incorporation may supercede the 2/3 vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding shares entitled to vote and not less than a majority within each class when class voting applies (§ 5.10.20)
- NOTE 5** When shareholder approval is by written consent, all shareholders must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, shareholders who have not signed the consent must be promptly notified of the passage of the amendment (§§ 7.10 & 10.20)

Form BCA-10.30

5397-566-6

File No.

ARTICLES OF AMENDMENT

Filing Fee \$25.00

Filing Fee for Re-Statuted Articles \$100.00

FILED

JUL 7 1989

JIM EDGAR

Secretary of State

PAID

JUL 10 1989

RETURN TO:

Corporation Department
 Secretary of State
 Springfield, Illinois 62756
 Telephone 217 --- 782-6961

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Box 377
 WAW

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