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10/2/88
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ISH LOAN # 1007780

TIA Case No

131-5968182-796

State of Illinois



Mortgage

This Indenture, made this 20TH day of DECEMBER , 19 89 , between CHRISTOPHER A GALVEZ AND LYNETTE GALVEZ, HUSBAND AND WIFE INVESTORS SAVINGS BANK, F.S.B., ITS SUCCESSORS AND/OR ASSIGNS , Mortgagor, and

a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA , 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 EIGHTEEN THOUSAND THREE HUNDRED TURTY TWO AND NO/100-- Dollars (\$ 118,332.00)

payable with interest at the rate of *TEN AND 50/100--- per centum (10.5000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

10801 WAYZATA BOULEVARD, SUITE 300, MINNETONKA, MINNESOTA 55343 , 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 EIGHTY TWO AND 43/100--- Dollars (\$ 1082.43)

on the first day of FEBRUARY , 19 90 , 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 JANUARY , 20 20 .

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 . DEPT-01 RECORDING \$16.00

: T03333 TRAN 5843 01/09/90 12148100
: 09036 C **-90-013980
: COOK COUNTY RECORDER

LOT 47 IN HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NUMBER 17,
BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION
28 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

13-28-310-012-0000

COMMONLY KNOWN AS: 5327 WEST SCHUBERT AVENUE
CHICAGO, ILLINOIS 60639

"SEE ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF"

RE ATTORNEY SERVICES • COSTS

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 (ii)) in accordance with the regulations for those programs

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HUD-92116M.1

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OAKBROOK, ILLINOIS 60521

2311 W 22ND STREET, SUITE 100

INVESTORS SAVINGS MORTGAGE CORP

RECORD AND RETURN TO:

OAK BROOK, ILLINOIS

DEBBIE SILVIA

THIS INSTRUMENT PREPARED BY:

A.D. 19

at o'clock m., and duly recorded in Book

County, Illinois, on the

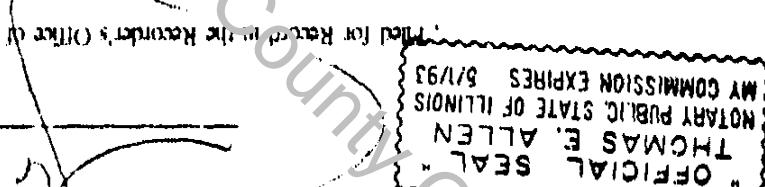
day of

Doc. No.

Merry Little

A.D. 19 89

day



Given under my hand and seal this day of March, 1989, for the uses and purposes herein set forth, including the receipt and waiver of the right of homestead.

I, CHRISTOPHER A. GALVEZ, a notary public, in and for the County and State of Illinois, do hereby certify that the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that this wife, personally known to me to be the same person whom she

and delivered, signed, and delivered the said instrument as heretofore mentioned, and acknowledged that she had voluntarily and willingly executed the same for the uses and purposes herein set forth, including the receipt and waiver of the right of homestead.

CHRISTOPHER A. GALVEZ, HIS WIFE

Under signature

State of Illinois

County of Cook

(Seal)

(Seal)

(Seal)

(Seal)

CHRISTOPHER A. GALVEZ
LYNETTE GALVEZ, HIS WIFE

Witnessed the hand and seal of the Mortgagor, 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 (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 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

Whether 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 money advanced by the Mortgagee, if any, for the purpose anticipated 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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that life will keep the mortgagee property, insured as may be required excepted on the mortgagee's property, now existing or hereafter hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay promptly, when due, any premiums on such insurance premium for payment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagor and the amount of which shall be determined in accordance with the Mortgagor's estimate of the value of the property and the expenses of collection.

And as Additional Security for the payment of the indebtedness so far as the Altenbergs do heretofore assign to the Bank all their rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

preceding paragraph made by) the Mortgagor under subsection (a) of the payments, and assessments, of insurance premiums, as the case may be when the same shall become due and payable, then the Mortgagor shall pay to the same amount necessary to make up the deficiency), on or before (the date when payment of such ground rent is), taxes, assessments, or insurance premiums shall be paid to the duc- tury in time the Mortgagor shall tender to the Mortgagor, in accor- dance with the provisions of the note secured hereby, full payment of the sum in immediate repayment thereof, the Mortgagor shall be com- puted by the amount of such indebtedness, credit to it the ac- count of the Mortgagor, if there is any balance remaining in the funds ac- cumulated under the provisions of subsection (a) of the preceding par- graph, if the Mortgagor resells in a public sale of the premises covered of this mortgagee reselling in a public sale of the premises covered hereby, or if the Mortgagor conveys the property otherwise than by default, the Mortgagor shall apply, at the time of the commencement of the Mortgagor's liability, the funds accumulated

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 section 10 of the pyramid scheme, the Mortgagor shall be liable to the Lender for the difference between the amount paid by the Mortgagor under subsection (a) and the amount paid by the Mortgagor under section 10.

Any deficiency in the amount of any such after-charge monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor may, notwithstanding any such deficiency, pay more than four cents ($\$0.04$) for each dollar ($\1) for each payment not to exceed fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(forth) the amount of the ground rents, if any), taxes, special assessments, fire, and other hazard insurance premiums;

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

(sixth) interest on the note secured hereby;

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

(eighth) late charges.

(b) All payments mentioned in the preceding subsection of this paragraph shall be added together and the aggregate payment so obtained by the Mortgagor each month in a single payment to the beneficiary by the Mortgagor to the beneficiary in the following manner:

SPECIAL ASSOCIATIONS; AND

estimated by the Mortgagor less all sums already paid thereon
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 due; and such sum is to be held by Mort-
gagor in trust to pay said Ground Rents, Premiums, Taxes and

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next 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, all as

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

Whichever method you choose, it's best to do this as soon as possible or in part on any installation due date.

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 provided. Plaintiff is entitled to all the debts and obligations of defendant.

And the said Mortgagor further covenants and agrees as follows:

hereof to satisfy the same;

shall not be required nor shall it have the right to pay, discharge,
remove any tax, assessment, or tax lien upon or against the
premises described herein or any part thereof or the improvement
located thereon, so long as the Mortgagor shall, in good faith, con-
sider the same of the validity thereof by proper notice given.

the sale of the mortgaged premises, if not otherwise paid by the mortgagor to the contrary notwithstanding, that the Mortgagor is expressly provided, however, all other provisions of this mortgage to the contrary notwithstanding, that the Mortgagor

such expenses to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any money so paid or expended shall become so much additional debt due, and interest thereon, accrued by this mortgage, to be paid out of proceeds of

In the case of the refusal or neglect of the mortgagee to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes.

time be on said premises, or otherwise, the continuance of said indebtedness, measured for the benefit of the holder of such forms of insurance, and in such amounts, as may be required by the

hereinafter provided, until said note is fully paid, (()) a sum suffi-
cient to pay all taxes and assessments on said premises, or any tax
or assessment that may be levied by authority of the State of Illi-
nois, or of the county, town, village, or city in which the said
and is situated, upon the corporation to keep all buildings that may be
thereof; (2) a sum sufficient to keep all buildings that may be

instrumental; nor to suffer any loss of mechanics men or materials when to attack so solid promises; to pay to the Masterpiece, as

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

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ISB LOAN # 1007780

FHA CASE # 131:5968182-796

ASSUMPTION RIDER

THIS ASSUMPTION RIDER is made this 2011 day of DECEMBER,
1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of
Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor")
to secure the Mortgagor's Promissory Note (the "Note") to INVESTORS SAVINGS BANK, F.S.B.
(the "Mortgagee") of the same date and covering the property described in the Security Instrument and
located at:

5327 WEST SCHUBERT AVENUE, CHICAGO, ILLINOIS 60639

PROPERTY ADDRESS

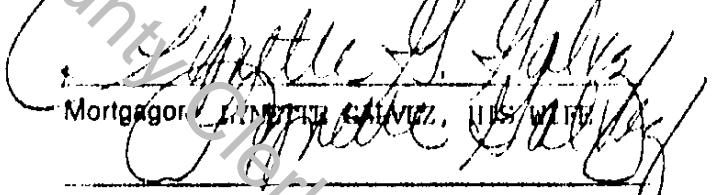
AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument,
Mortgagee and Mortgagor further covenant and agree as follows:

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
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 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.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this
Assumption Rider.


Mortgagor CHRISTOPHER A. GALVEZ

Mortgagor


Mortgagor CHRISTOPHER A. GALVEZ

Mortgagor

68831035

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