### State of Illinois

5/200-68

### Mortgage

FHA Come No. 131:5962949-703

This Indenture, made this 26 12 HUMER L. MILNER AND MARY F. MINUR-MILNER, HIS HIFE.

JANUARY day of

, 1990

, between

CENTRUST MORIGAGE CONFORATION

a corporation organized and existing under the laws of

, Mortgagee.

, Mortgagor, and

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even SIXIY NINE THOUSAND THÙ HUNDRED THIRTY FOUR AND NO/100 date herewith, in the principal sum of

CALIFORNIA

payable with interest at the rate of

per centum ( 10.3000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 350.3.4.1275. AVE., OEERFIELD EEACH, EL 33442

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of 31) หม่หมีจิโยม SEVE*ก การ*ิ

Dollars (\$

)

, 19 90 MARCH , 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 sooner paid, shall be due and payable on the first day **, 20** - 20. FEBRUARY

Now, Therefore, the said Mortgagor, for the bette 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 Mortgage, its successors or assigns, the following described Real Estate situate, lying, and being in the county of CULK

and the State of Illinois, to wit:

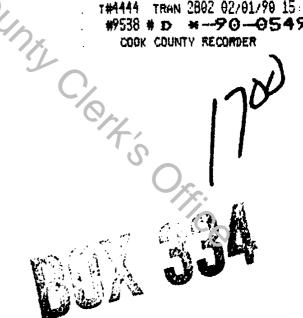
LUT 15 IN ELECT 3 IN MULTING GATE UNIT NOTER 1, BEHAS A SECREDISTIN OF PART OF THE SOUTHERST 1/4 OF SECTION OF TOWN OF THE MULTING A SECREDING PLAN 28-27-4/3-006 . DEPT-01 RECORDING TOWNSHIP 36 MORTH, RANGE 100 13. EAST OF THE THIRD PRINCIPAL MENTOLINI, IN LOOK COUNTY, TELEPHINE, 29-27-435-006.

T#4444 TRAN 2802 02/01/90 15:15:00 \*--90--054965 #9538 # D

COOK COUNTY RECORDER

FHA Assumptions Roder altached and made a part bereto. See attached fith Arceleration filder.

17464 FAM. LIFE QUINTR/ Que HILLS, IL. 80177



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.

HUD-92116-M.1 (9-86 Edition)



**9005496**5

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 iall as estimated by the Mortgages) less all sums already paid therefor to the date when such ground tents, premiums, taxes and assessments will become delinquent, such sums to be held by Morting the trast to pay said ground tents, premiums, taxes and assessments will become delinquent, such sums to be held by Morting and the first to pay said ground tents, premiums, taxes and

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:

(a) A sum equal to the ground rents, if any, next due, plus the

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 therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

And the said Mortgagor further covenants and agrees as follows:

It is expressly provided, however tall other provisions of this mortgage to the contrary notwithstandings, that the Mortgages shall not be required not shall it have the right to pay, discharge, or ternove any tax, assessment, or tax hen upon or against the premises described herein or any part thereof or the improvement test the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

In case of the refusal or neglect of the theoregagot to make such payments, or to satisfy any prior lien or incumb ance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, such repairs to the property herein mortgaged as in its discrition it may deem necessary for the proper preservation thereof, and any may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional in debicdness, secured by this mortgage, to be paid out of proceeds of the mortgaged to otherwise paid by the Mortgagot.

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 instrument; not to suffer any lien or mechanics men or material men to attach to suid premises; to pay to the Mortgagee, as breenafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the count, town, village, or city in which the said in there is studied by authority of the ownership and is situate, upon the Mortgage, or city in which the said in time be on said premises, during the continuance of said in debtedness, manred for the bereit of the Mortgagee in such forms of insurance, and in such amounts, at ray be required by the Mortgagee.

And Said Mortgagor covenants and agrees:

To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive.

That He Will keep the improvements now existing or hereafter crected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fite and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptionent of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and tenewals theretoof shall be held by the Mortgagee and the acceptable to the Mortgagee. In event of loss Mortgager and in form acceptable to the Mortgagee. In event of loss Mortgager will give acceptable to the Mortgagee. In event of loss Mortgager will give immediate notice by mail to the Mortgagee, who may make proof inmediate notice by mail to the Mortgagee, who may make proof

And as Additional Security for the payment of the indebtedness altoresaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

the amount of principal then remaining unpaid under said note. under subsection (a) of the preceding ps. agraph as a credit against acquired, the balance then remaining in the funds accumulated ment of such proceedings of at the time the property is otherwise default, the Mortgagee shall araly, at the time of the commence hereby, or if the Mortgages acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there with be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding count of the Mort jagor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the entire indebtedness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any unite the Mortgagor snall tender to the Mortgagee, in accorrer is, taxes, assessments, or insurance premiums shall be due. If at Aficiency, on or before the date when payment of such ground spirit bay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insurance premiums, 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. If, however, the monthly shall be credited on subsequent payments to be made by the Mortsuch excess, if the loan is current, at the option of the Mortgagor. taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground tents, subsection (a) of the preceding paragraph shall exceed the amount It the total of the payments made by the Mortgagor under

Any deficiency in the amount of any such aggregate 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 Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (51) for each payment more than inferent (15) days in attears, to cover the extra expense involved in handling delinquent payments.

(iv) late charges.

(iii) interest on the note secured hereby; (iii) amortization of the principal of the said note; and

hazard insurance premiums;

torin.

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

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set be applied by the Mortgagor to the following items in the order set be applied by the Mortgagor to the following items in the order set and the applied by the Mortgagor to the following items in the order set and the applied by the Mortgagor to the following items in the order set and the applied by the Mortgagor to the following items in the order set and the applied by the Mortgagor to the following items in the order set and the application of t

special assessments; and

30054965

## UNOFFICIAL COPY

of loss i' 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 fore closure 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 Mortgager to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or no.

The Mortgagor Further Agrees that mould this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within ...... from the date hereof (written statement of any officer of the Department of Housing and Urban Development or ratherized agent of the Secretary of Housing and Urban Development dated days subsequent to the time from the date of this mortgage, declining to insure said no e and this mortgage being deemed conclusive proof of such inengiviti (y), 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 Na tional 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 Mortgage 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 soit, 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 morey, advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set for h 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 se paid to the Mortgagor.

If the Mortgagor shall pay said note of the time and in the manner aforesaid and shall abide by, comely with, and duly perform all the covenants and agreements hereto, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor execute a 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.

	08446
	1111 ଜଣ୍ଡର ଅଟଣ ଅଟଣ ଅଟଣ ଅଟଣ ।
DO OPE	ក្សូក្រុម ក្រ ដុស១ ខ្លះខុមិខិប្រឹ ១៩៩ ២៦៦២០ ខេត្ត ១ ប
61 .Q.A You be 19	Doc. (10.)  County, Illinois, on the County, Illinois, on the at o'clock m, and duly recorded in Book of Page
Acon wary A.D. 19 fb	free and acknowledged that the uses and purpose therein set forth, including the relevant and voluntary act for the uses and purpose therein set forth, including the relevant and the purpose therein set forth, including the relevant winder the final and works the purpose there is a forth of the purpose th
)	State of Illinois
	[les]

Witness the liand and seal of the Mortgagor, the day and you first written.

# UNOFFICIAL COPY

### **FHA ACCELERATION RIDER**

(the "Mortgagee") and	the same date to CENTRUST MORTGAGE CORFORATION  d covering the property described in the Instrument and located at:	
	17464 FARK LANE	
	COUNTRY CLUB HILLS, IL 60477 (Property Address)	
A LACADA A COM	(Properly Addition) ENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee an	d
	enant and agree as follows:	fv.
insurance under hereof, Lender payment in full agent of the Se declining to insuproof of such in when the unavapremium to the	In the should this Security Instrument and the note secured thereby not be eligible for the National Housing Act within he had been at its option and notwithstanding anything in Paragraph 9, require immediate of all sums socured by this Security Instrument. A written statement of any authorized secretary dated subsequent to he had been from the date hereof, sure this Security Instrument and the note secured thereby, shall be deemed conclusive neligibility. Notwich standing the foregoing, this option may not be exercised by Lender allability of insurance is solely due to Lender's failure to remit a mortgage insurance a secretary.	
	(Scal)  Mortgagor  HOMER L. HULNER  Mortgagor  (Seal)  Mortgagor	
		نئد

"OFFICIAL SEAL"
JO ANN S. LOSCHENKOHL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/1/93

VMP MORTGAGE FORMS • (313)293 8100 • (800)521 7283

11/89

### UNOFFICIAL COPY

LTIC 89-00845 is

FHA ASSUMPTION RIDER

This rider is made this Dain. ray of cembers This closes is made such which is not the Deed of Trust/Mortgage, (the security 3920 and amends the provisions of the Deed of Trust/Mortgage, (the security instrucents of the same date, adds the following provision:

The mortagee shall, if permitted by applicable law and with the prior approval of the leneral Housing Commissioner, or his or her designee, declare approval of the everal doubling commissioner, or not or ner designed, declare it sums secured. It this mortgage to be immediately due and payable if all or part of the property is residence into deed not occupy the property as fit or accupy the property as fit or occupy the property as fit or occupy the property but ones found not a purchaser or grantee use does so occupy the property but oness there is not been approved in accordance with the requirements of the consistence.

IN WITHESS WHERESE, Frestor/Morbgagor has executed this Rider.

	TCO,		13865
Signarana at drubtor(s)/Mortgager(s)	9/		
	en e e	HOMER I MILNER & Milher	
		Mary S. Minor- milne	J

CMC - 5/89