

State of Illinois
PMII
00204560

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Mortgage 0102

PIA Case No.
131:5983506 703

90102980

5221227

This Indenture, Made this 22ND day of FEBRUARY, 19 90, between ROBERT W. KEMPER AND ROBIN L. KEMPER, HUSBAND AND WIFE

COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P. Mortgagor, and
organized and existing under the laws of DELAWARE

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 THREE THOUSAND SIX HUNDRED EIGHTY AND 00/100

(\$ *****103,680.00) Dollars

payable with interest at the rate of NINE AND ONE-HALF per centum (9.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in HOUSTON, TEXAS 77027 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 66/100 Dollars (\$ *****1,082.66) on the first day of APRIL, 19 90, and a like sum of 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 MARCH, 20 05

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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 9 IN BLOCK 2 IN ROBERT BARRETT'S HOMESTEAD DEVELOPMENT NUMBER 1, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOT 8 (EXCEPT THE WEST 10 ACRES) AND THE NORTH 2-1/2 ACRES OF THE WEST 10 ACRES OF SAID LOT 8 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 30 AFORESAID, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING 116 25
10444 TRAN 3366 02/07/90 15:33:00
42717 H D *--90-102980
COOK COUNTY RECORDER

90102980

1600 MAIL

90102980

PROPERTY ADDRESS: 12312 SOUTH 71ST AVENUE, PALOS HEIGHTS, ILLINOIS
TAX I.D.# 24-30-301-007

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 provide for a one-time Mortgage Insurance Premium payment.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be

(a) A sum equal to the ground rent, 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 estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rent, premium, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and special assessments; 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 Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

And the said Mortgagee further covenants and agrees as follows:

It is expressly provided, however, that the Mortgagee shall not be required to the contrary notwithstanding, that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof, or the improvements situated thereon, so long as the Mortgagee shall, in good faith, contest 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 said premises or any part thereof to satisfy the same.

In 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 accept said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

To keep said premises in good repair, and not to do, in 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 of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situated, upon the Mortgagee or on account of the ownership thereof; (2) a sum sufficient to keep all building that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

And with Mortgagee 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 claims of Illinois, which said rights and benefits the said Mortgagee does hereby expressly release and waive.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, 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

That he will keep the improvements now existing, or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made heretofore.

And as additional security for the payment of the indebtedness aforesaid the Mortgagee 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 heretofore described.

If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rent, taxes, assessments, or interest, as the case may be, such excess, if the loan is current, all such premiums, in accordance with the provisions of the note secured hereby, shall be applied to the payment of the amount of such indebtedness, credit to the account of the Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a balance under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property either after default, the Mortgagee shall apply, at the time of the completion of such proceedings or at the time the property is otherwise acquired, or balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee 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 (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(A) late charges.

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

(C) interest on the note secured hereby;

(D) insurance premiums;

(E) ground rent, if any, taxes, special assessments, fire and other hazard

to the following items in the order set forth:

Mortgagee each month in a single payment to be applied by the Mortgagee added together and the aggregate amount thereof shall be paid by the

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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 sixty 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 sixty 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.

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 then be 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 the 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; (4) all the said principal money remaining unpaid. The surplus of the proceeds of 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 (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.

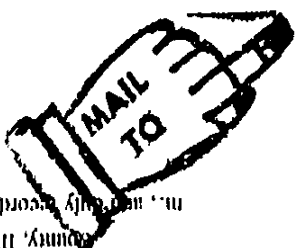
The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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Page 1 of 1

PREPARED BY: ALYCE KRIEGER
RETURN TO:
COMMONWEALTH MORTGAGE CO OF AMERICA, L.P.
15028 SOUTH CIGERO AVENUE
OAK FOREST, ILLINOIS 60452



Doc. No. _____
Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____, A.D. 19 _____
at _____ o'clock _____ m., and duly recorded in Book _____ of _____

"OFFICIAL SEAL"
Laura Griffin
Notary Public, State of Illinois
My Commission Expires 12/1/90

[Handwritten Signature]
A.D. 19 90

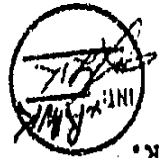
(Given under my hand and Notarial Seal this _____ day of _____, A.D. 19 _____)
set forth, including the release and waiver of the right of homestead.
person whose name **S ARE** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **THEY** signed, sealed, and delivered the said instrument as **THEIR** free and voluntary act for the uses and purposes therein

ROBERT W. KEMPER AND ROBIN L. KEMPER, HUSBAND AND WIFE, personally known to me to be the same

THE UNDERSIGNED _____ a notary public, in and for the county and State aforesaid, do hereby Certify that

State of Illinois
County of Cook

[Handwritten Signature]
ROBERT W. KEMPER (SEAL)
[Handwritten Signature]
ROBIN L. KEMPER (SEAL)



Witness the hand and seal of the Notary, the day and year first written.
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 IN 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 (24 MONTHS IF THE PROPERTY IS NOT THE PRINCIPAL OR SECONDARY RESIDENCE OF THE MORTGAGOR) AFTER THE DATE ON WHICH THE MORTGAGE IS EXECUTED (CLOSED), TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.

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SECURITY INSTRUMENT RIDER

THIS RIDER to the Security Instrument is made this 22ND day of
FEBRUARY, 19 90, 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
"Borrower") to secure Borrower's Note to

COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P.

(the "Lender") of the same date and covering the Property described in the
Security Instrument to which this Rider is attached.

The Security Instrument to which this Rider is attached shall be
amended by adding thereto the following described Paragraph:

"The holder of the note shall, if permitted by
applicable law and with the prior approval of the
Federal Housing Commissioner, or his or her designee,
declare all sums secured by this Security Instrument to
be immediately due and payable if all or part of the
property is sold or otherwise transferred (other than
by devise or descent) to a purchaser or grantee who
does not occupy the property as his or her principal or
secondary residence, or to a purchaser or grantee who
does so occupy the property but whose credit has not
been approved in accordance with the requirements of
the Commissioner."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and
provisions contained in this Security Instrument Rider.


ROBERT W. KEMPER


ROBIN L. KEMPER

CMCA, L.P. (1/90)
FHA DUE-ON-TRANSFER RIDER (CA & TX)
USE ON LOANS WITH APPRAISALS
SIGNED ON OR AFTER 12/15/89

90102980

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Property of Cook County Clerk's Office

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