

This Instrument prepared by: Marie Roche, The First Mortgage Corporation

180060 Governors Drive, Olympia Fields, Illinois 60461

349939-1

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgage Letter 83-21)

15-248-43

# MORTGAGE

This form is used in connection with mortgages insured under the one-to-four-family provisions of the National Housing Act

THIS INDENTURE, Made this 1st day of March, 1986, between

JOSE A. RAMIREZ AND MARTHA RAMIREZ, HIS WIFE

1986, between

THE FIRST MORTGAGE CORPORATION  
a corporation organized and existing under the laws of

ILLINOIS

Mortgagor, and

*Ramirez*

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 THIRTY EIGHT THOUSAND NINE HUNDRED SEVENTY SIX AND NO/100 Dollars (\$ 38,976.00 )

payable with interest at the rate of ELEVEN AND ONE HALF per centum ( 11.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in OLYMPIA FIELDS, 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 THREE HUNDRED EIGHTY FIVE AND 98/100 Dollars (\$ 385.98 ) on the first day of APRIL, 1986, 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 MARCH, 2016

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:

All of Lot 333 and the South 10 feet of Lot 334 in F.J. Lewis' Southeastern Development, being a Subdivision in the West  $\frac{1}{2}$  and in the Northeast  $\frac{1}{4}$  of Section 17, and in the Southeast  $\frac{1}{4}$  of Section 18, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Tax I.D. #26-17-309-056 (S PT. of 333)

26-17-309-089 (N PT 333 + S 10' of 334)

11143 Avenue N.  
Skokie, Ill.

349939-1

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.

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 the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

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 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, (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 county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings 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.

In case of the refusal or neglect of the Mortgagor 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, 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 Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right 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 Mortgagor 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.

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgage Letter 83-21) (9/83)

VMP-4A (IL)

CONSOLIDATED BUSINESS FORMS, INC. • MT. CLEMENS, MI 48043 • 218/793-4700

STATE OF ILLINOIS  
HUD-92116M (5-80)  
Revised (10/83)

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1. Silver 2. Gold

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Deliver applications faster

Deed to \_\_\_\_\_

Notified—

Safeco

SAFECO TITLE INSURANCE CO.  
111 1st Avenue N.E.  
Seattle, Washington

SUITE 1700  
CHICAGO, IL. 60602

May 1974  
Hart

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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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

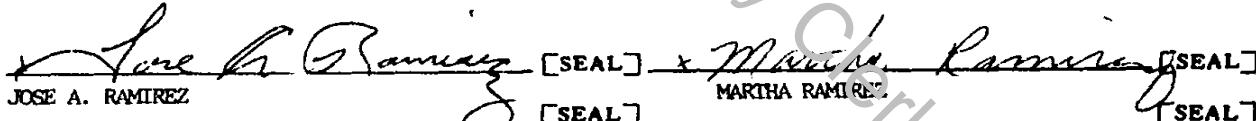
If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute 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.

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

16669391

  
JOSE A. RAMIREZ [SEAL] MARTHA RAMIREZ [SEAL]  
[SEAL] [SEAL]

STATE OF ILLINOIS

COUNTY OF 

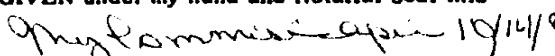
ss:

I, THE UNDERSIGNED  
aforesaid, Do Hereby Certify That  
and MARITHA RAMIREZ  
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 set forth, including the release and waiver of the right  
of homestead.

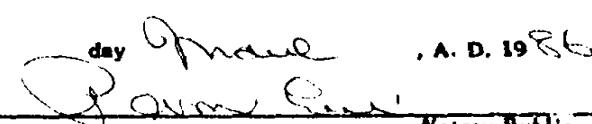
a notary public, in and for the county and State  
JOSE A. RAMIREZ

, his wife, personally known to me to be the same  
subscribed to the foregoing instrument, appeared before me this day in  
signed, sealed, and delivered the said instrument as THEIR

GIVEN under my hand and Notarial Seal this



day of October , A.D. 1986

  
Notary Public

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

Page

My Commission Expires \_\_\_\_\_

HUD-02116M (5-80)

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AND IN THE EVENT THAT THE WHOLE OF SAID DEBT IS DECLARED TO BE DUE, THE MORTGAGEE SHALL HAVE THE RIGHT IMMEDIATELY TO RELOCATE 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 MORTGAGEE, OR ANY PARTY CLAIMING UNDER SAID MORTGAGE, AND WITHOUT REGARD TO THE SOLVENCY OF INSOLVENCY AT THE TIME OF SUCH APPLICATIONS FOR APPROPRIATION OF A RECEIVER, OR FOR AN ORDER TO PLACE MORTGAGE IN POSSESSION OF THE PERSONS LIABLE FOR THE PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, AND WITHOUT REGARD TO THE VALUE OF SAID PREMISES OR WHETHER THE SAME SHALL THEN BE OCCUPIED BY THE OWNER OF THE EQUITY OF REDEMPION, AS A HOUSEHOLD, ENTER AN ORDER PLACING THE MORTGAGEE IN THE POSSESSION OF THE PREMISES, AND WITHOUT REGARD TO THE DEPENDENCY OF THE MORTGAGE WITH POWER TO COLLECT THE RENTS, ISSUES, AND PROFITS OF THE SAID PREMISES DURING THE PERIOD OF REDEMPTION, AND SUCH RENTS, ISSUES, AND PROFITS ARE HEREBY RESERVED TO THE MORTGAGEE FOR THE PAYMENT OF THE DEBT, COSTS, TAXES, INSURANCE, AND OTHER NECESSARY EXPENSES INCURRED IN THE PRESERVATION OF THE INDEBTEDNESS, EMPLOYMENT, AND SUCH RENTS, ISSUES, AND PROFITS DURING THE PERIOD OF REDEMPTION.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-  
by 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  
interest thereon, shall, at the election of the Mortgagor, without notice, become immediately due and payable.

**THE MORTGAGEE FURTHER AGREES** that should this mortgage be held over by the National Housing Act within 90 DAYS — from the date hereof, written statement of any officer of the Department of Housing and Urban Development, agent of the Secretary of Housing and Urban Development detailed subsequently to the 90 DAYS — time from the date of this mortgage, detailing to insure said note and this mortgage, being proof of such intelligibility, shall be given to the mortgagor's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

THAT it 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 owner of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, to the extent of the full amount necessary to the payment of the principal sum, interest, and costs, whether due or not.

AND AS ADDITIONAL SECURITY for the debts, issues, and property now due or which may hereafter become due for the use of the Mortgagor to the Mortgagess hereinabove described.

Recall that the degree of the real monic polynomial  $p_m(x)$  is at most  $m$ . This means that  $p_m(x)$  has at most  $m$  roots in the complex plane. Since  $p_m(x) = \prod_{i=1}^m (x - r_i)$ , we have  $\deg(p_m) = m$ .

(a) A sum equal to the Ground Rent, if any, paid due, plus the premiums that will next become due and payable after the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to receive before one month prior to the date when such ground rents, premiums, taxes and assessments will become due and payable again, and special assessments, and fees and charges due and payable in respect of the following items in the order set forth:

(i) interest on the note secured hereby, and other hazard insurance premiums;

(ii) amortization of the note principal at the said rate.

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: