

UNOFFICIAL COPY

0 3 5 8 8 3 2 6

State of Illinois

Mortgage

FHA Case No.
131:4764845-703/203B

This Indenture, made this **30TH** day of **JANUARY**, 1987, between **ERNEST ANZALDUA AND LUCILLE ANZALDUA, HIS WIFE**, Mortgageor, and

3588326

FIREMAN'S FUND MORTGAGE CORPORATION, Mortgagee,
a corporation organized and existing under the laws of **DELAWARE**.

Witnesseth: That whereas the Mortgageor 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 ONE THOUSAND NINE HUNDRED THIRTY ONE AND 00/100** Dollars (\$ **101,931.00**)

payable with interest at the rate of **---EIGHT---** per centum (**8.0** %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **FARMINGTON HILLS, MICHIGAN**, 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 **SEVEN HUNDRED FORTY SEVEN AND 94/100** Dollars (\$ **747.94**)

on the first day of **MARCH**, 19 **87**, 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 **FEBRUARY**, 20 **17**.

Now, Therefore, the said Mortgageor, 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:

SEE ATTACHED RIDER...

LOT TWENTY EIGHT (28) IN BLOCK ONE (1) IN SCHMIDT'S SUBDIVISION OF THE EAST 6.97 CHAINS OF LOT THREE (3) IN JAMES H. REES' SUBDIVISION OF THE SOUTHWEST QUARTER (1/4) OF SECTION TEN (10), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, OTHERWISE KNOWN AS LOT FOUR (4) IN CIRCUIT COURT PARTITION (EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION TEN (10), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), THENCE NORTH ON EAST LINE OF SOUTHWEST ONE QUARTER (1/4) OF SECTION TEN (10), 156 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SOUTHWEST ONE QUARTER (1/4) OF SECTION TEN (10), 123 FEET, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION TEN (10), 158 FEET, TO A POINT ON THE SOUTH LINE OF SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION TEN (10), 123 FEET WEST OF SOUTHEAST CORNER OF SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION TEN (10); THENCE EAST ON SOUTH LINE OF SOUTHWEST ONE QUARTER (1/4) OF SECTION TEN (10), 123 FEET TO A PLACE OF BEGINNING) TOGETHER WITH LOT ONE (1) AND THE NORTH 140.96 FEET OF LOT THIRTY SIX (36) IN LAWRENCE AND ELSTON AVENUE SUBDIVISION OF LOT THREE (3) (EXCEPT THE EAST 6.97 CHAINS THEREOF) IN JAMES H. REES' SUBDIVISION OF THE SOUTHWEST ONE QUARTER OF SECTION TEN (10), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-10-323-009 FSO

COMMONLY KNOWN AS: 4831 NORTH KENNETH CHICAGO, IL 60630

3588326

Together and all other fi: of the s

This for a One-T

thereof: ing and interest

require

NOTE IDENTIFIER 2062

3588326

1094686
IN DUPLICATE

3588326

FEB -2 1987
HARRY (BUSI) YOUNELL
REGISTRAR OF TITLES

3588326

Submitted by _____

Address _____

Promised _____

Deliver cert'n to _____

Address _____

Deliver duplicate Trust

Deed to _____

Address _____

Notified _____

La Salle

INTERCOUNTY

TITLE INS. CO. 51122462

BOX 97

THIS INSTRUMENT WAS PREPARED BY:
SISSY PARRISH/PIREMAN'S FUND MORTGAGE CORP.
15601 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. _____ at _____ o'clock m., and duly recorded in Book _____ of _____ Page _____

James A. Hagsstrom
Notary Public
A.D. 1987

Given under my hand and Notarial Seal this 30th day January A.D. 1987
I, *James A. Hagsstrom*, a notary public, in and for the county and State of _____ County of _____ State of Illinois
aforesaid. Do Herby Certify That *Ernest Anzaldua* and *Lucille Anzaldua* person whose names *they* person and acknowledged that they free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois
County of _____

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

[Seal] ERNEST ANZALDUA

[Seal] LUCILLE ANZALDUA

Property of Cook County Clerk

UNOFFICIAL COPY

MP 107 (REV. 11-11-81)

Previous edition may be used until supplies are exhausted

3 8 8 5 0 Page 1 of 4

HUD-92116-M, 1 (9-86 Edition) 24 CFR 203.17(a)

MP 107 (REV. 11-11-81) • 913-702-4700 • (800) 821-7291

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.

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.

3588326

Property of Cook County Clerk's Office

NOTE IDENTIFIED
2062
TH
E1
E1
a corp
W
date he
payable
per cen
at such
SI
on the
is fully
of
N
of the c
the foll
and the

gor. and
rillage.
ng even
office in
or
ments of
the note
ist day
ormance
assigns.

3588326

03B

FHA Case No.

0 3 5 8 8 3 2 6

State of Illinois

UNOFFICIAL COPY

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

Ernest Anzaldua
ERNEST ANZALDUA

[Seal]

Lucille Anzaldua
LUCILLE ANZALDUA

[Seal]

[Seal]

[Seal]

State of Illinois

County of Cook

I, James A. Hagstrom, a notary public, in and for the county and State
aforesaid, Do Hereby Certify That Ernest Anzaldua
and Lucille Anzaldua, his wife, personally known to me to be the same
person whose names 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.

Given under my hand and Notarial Seal this

30th

day

January

A.D. 1987

James A. Hagstrom
Notary Public

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

at o'clock

m., and duly recorded in Book

of

Page

~~THIS INSTRUMENT WAS PREPARED BY:~~
SISSY PARRISH/ FIREMAN'S FUND MORTGAGE CORP.
15601 SOUTH CICERO AVENUE
OAK FOREST, ILLINOIS 60452

1094686
DUPLICATE
3588326

REGISTRAR OF TITLES
HARRY (BUS) YOUNELL
FEB -2 11:10:20

3588326

Submitted by _____
Address _____
Promised _____
Deliver certiff. to _____
Address _____
Deliver duplicate Trust _____
Deed to _____
Address _____
Notified _____

La Felle
INTERCOUNTY
TITLE INS. CO. 5/17/87
BOX 97

UNOFFICIAL COPY

0 3 5 3 8 3 2 6

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 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 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.

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', solicitor's, 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 Mortgagee.

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 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 Mortgagee.

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.

3588326

