

**UNOFFICIAL COPY**

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**RIDER**

This Rider attached to and made part of the Mortgage between  
BETTY A. ANDERSON, A SPINSTER, Mortgagor, and Fleet  
Mortgage Corp., Mortgagee, dated MARCH 5  
19<sup>87</sup>, revises the Mortgage as follows:

The Mortgagor 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 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

*Betty Anderson* (Seal)  
Mortgagor BETTY A. ANDERSON, A SPINSTER

(Seal)  
Mortgagor

6007009

FHA Rider - IN, IL, KS, KY, MA, MI, NH, NJ, NY, OK, PA, VT, WI

THIS INSTRUMENT WAS PREPARED BY  
GREG McLAUGHLIN FOR:

**Fleet Mortgage Corp.**

1004 S SOUTH WESTERN AVE  
CHICAGO, ILLINOIS 60643

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**3597009**

PHA Case No.

131:4841623-703

State of Illinois

**Mortgage**

This Indenture made this

5TH

day of

MARCH

, 19 87, between

BETTY A. ANDERSON, A SPINSTER  
FLEET MORTGAGE CORP.,

, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND  
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

(\$ 49,564.00-- ) FORTY NINE THOUSAND FIVE HUNDRED SIXTY FOUR AND NO/100----- Dollars payable with interest at the rate of NINE--- per centum ( 9.00-- %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN 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 NINETY EIGHT AND 80/100----- Dollars (\$ 398.80---- ) on the first day of MAY 1987, 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 APRIL 2017.

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:

THE WEST 60.33 FEET OF THE NORTH 79 FEET OF LOT 4 IN WILLIAM RANDALL'S RESUBDIVISION OF PART OF BLOCK 1 OF ARTHUR DUNAS' SOUTH SHORE RESUBDIVISION OF PART OF BLOCKS 1, 4, 5, 6, 11 AND 12 OF CALUMET TRUST'S SUBDIVISION NO. 3, ALSO PART OF BLOCK 125 OF SOUTH CHICAGO SUBDIVISION TOGETHER WITH PORTIONS OF VACATED ALLEY AND STREETS ALL IN FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN, BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

CKA 9532 S. Colfax, Chgo.

PIN 26-07-103-085

CHQ

CHQ

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 (l)) in accordance with the regulations for those programs.

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356709

1987 MAR -6 PM 12:19  
HARRY (BUS) YOUNELL  
REGISTRAR OF TITLES

2  
2  
1443  
in DUPLICATES

**Fleet Mortgage Corp.**  
THIS INSTRUMENT WAS PREPARED BY  
GREG McLAUGHLIN FDR  
10046 SOUTH WESTERN AVE  
CHICAGO, ILLINOIS 60643

10046 SOUTH WESTERN AVE  
CHICAGO, ILLINOIS 60643

GRIG MELAKASHVILI IN FDR

THIS INSTRUMENT WAS PREPARED BY

at o'clock

m., and duly recorded in Book

19

County, Illinois, on the

ON 200

Given under my hand and Notarial Seal this

STU 574  
Hawkins, John  
days 87  
AD. 19

a military public, in and for the country and state.

THE UNDERSTANDING

County of  
SACRAMENTO

BETTY AD ANDERSON, A SPLINTER

[[Sect1]] \_\_\_\_\_ [[Sect2]]

[Seal] \_\_\_\_\_ [Seal]

Witnesses the hand and seal of the Mortgagee, 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:** If it should this mortgage and the note secured hereby not be eligible to insurance under the National Housing Act, within NINETY 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 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 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.

**An 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 suit, 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; 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 short 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.

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immediately notice by mail to the Mortgagor, who may make proof acceptable to the Mortgagor, in event of loss Mortgagor will give have attached thereto loss payable clauses in favor of and in form polices and renewals thereof shall be held by the Mortgagor and be carried in companies approved by the Mortgagor.

ment of which has not been made herein All insurance shall periods as may be required by the Mortgagor. All premium payments due to the Mortgagor, insurance for pay hazards, casualties and contingencies in such amounts and for such from time to time by the Mortgagor against loss by fire and other expected on the Mortgagor property, insured as may be required That He Will Keep the improvements now existing or hereafter become due for the use of the premises herinafter described.

the rents, issues, and profits now due or which may hereafter be processed the Mortgagor does hereby assign to the Mortgagor all And as Additional Security for the payment of the indebtedness under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

the amount of principal then remaining unpaid under said note under subsection (a) of the preceding paragraph as a credit against acquired, the balance therein remaining after the funds accumulated default, the Mortgagor shall pay the property is otherwise mental of such proceedings or at the time the property is otherwise default, the Mortgagor shall pay, at the time of the commencement hereby, or if the Mortgagor ceases to be a debtor otherwise than of this mortgage resulting in a public sale of the premises covered paragraph, if there shall be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding count of the Mortgagor any balance remaining in the account.

in computing the amount of such indebtedness, credit to the account of the entire indebtedness represented thereby, full payment damage with the Mortgagor shall tender to the Mortgagor. Any sum, taxes, and assessments of the note secured hereby, full payment cents taxe, assessments shall be due. If all

principal, or before the date when payment of such ground shall pay to the Mortgagor under subsection (a) of the payments made by the Mortgagor under subsection (a) of the aggregate, or required to the Mortgagor. If, however, the Mortgagor shall be credited on subsequent payments to be made by the Mort such access, 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 Mortgagor for ground rents, subsection (a) of the preceding paragraph shall exceed the amount of the total of the payments made by the Mortgagor under

involved in handling delinquent payments, more than fifteen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (\$1) for each charge under this mortgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default. Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of assessment, and prior lien or encumbrance other than

(iv) Late charges  
(v) Amortization of the principal of the said note; and  
(vi) interest on the note secured hereby;

(d) Ground rents, if any, taxes, special assessments, fire, and other hazards insurance premiums; for: be applied by the Mortgagor to the following items in the order to be paid by the Mortgagor each month in a single payment hereby shall be added together and the aggregate amount thereof be kept said promises in good repair, and not to do, or permit to be done, upon said promises, anything that may impair the value instrument, nor of the security intended to be effected by virtue of this clause, upon the Mortgagor an account of the mechanics men or material charged, or of the county, town, village, or city in which the said

To keep said promises in good repair, and not to do, or permit to benefit to said promises, to pay to the Mortgagor does hereby expressly release and waive:

And Said Mortgagor covenants and agrees:

To Have and to Hold the above-described promises, with the

to the date when such ground rents, premiums, taxes and access divided by the number of months to elapse before one month prior estimated by the Mortgagor less all sums already paid therefore.

and other hazard insurance covering the mortgaged property all as taxes and assessments next due on the mortgaged property plus premiums that will next become due and payable on policies of fire

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

of each month until the said note is fully paid, the following sums: That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured

any installment due, in whole or in part on

That privilege is reserved to pay the debt, in whole or in part on

And the said Mortgagor further covenants and agrees as follows:

hereof to satisfy the same.

contested and the sale or collection of the said premises of any part appealed to prevent the collection of the tax, assessments, or lien so

cedings brought in a court of competent jurisdiction, which shall take the same or the validity thereof by appropriate legal proceeding.

removal tax, assessments, or tax upon or behalf of the Impoverished shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding, that the Mortgagor

is expressly provided, however, that other provisions of this

Mortgagor.

the sale of the mortgaged premises, if not otherwise paid by the debtor, secured by this mortgagor to be paid out of proceeds of any money so paid or expended shall become so much additional in

such receipts to the property herein mortgaged as in good faith, con-

stituted the reason, so long as the Mortgagor shall, in good faith, con-

tractuals described herein or any part thereof or the Impoverished

or remove any tax, assessments, or tax upon or behalf of the Impoverished

shall not be required nor shall it have the right to pay, discharge,

mortgage to the contrary notwithstanding, that the Mortgagor

is expressly provided, however, that other provisions of this

Mortgagor.

of insurance, insured for the benefit of the Mortgagor in such forms debtlessness, insuring the continuance of the Mortgagor's interest in the property, it to keep all buildings that may at any time be on said premises, sufficient to keep all ownership of said in.

thereof, (2) a sum sufficient to pay taxes or assessments on said premises, or to keep said

taxes, or to satisfy any prior lien or encumbrance other than

in case of the result of negligence of the Mortgagor to make such

Mortgagor.

debtlessness, insuring the continuance of the Mortgagor's interest in the property, it to keep all buildings that may at any time be on said premises, sufficient to pay taxes or assessments on said premises, or to keep said

taxes, or to satisfy any prior lien or encumbrance other than

in case of the result of negligence of the Mortgagor to make such

Mortgagor.

benefits to said Mortgagor does hereby expressly release and waive.

Example, laws of the State of Illinois, which said rights and from all rights and benefits under and by virtue of the Homestead and assumps, however, for the purposes and uses herein set forth, free and open said promises and fixtures, its successors and assigns and