

# UNOFFICIAL COPY

0 3 6 0 9 0 2 2

## RIDER

This Rider attached to and made part of the Mortgage between  
DAISY MAE STEVENSON, DIVORCED AND NOT SINCE REMARRIED  
MINNIE M. STEVENSON, A SPINSTER, Mortgagor, and Fleet

Mortgage Corp., Mortgagee, dated APRIL 17,  
1987, revises the Mortgage as follows:

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 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.

3609022

THIS INSTRUMENT WAS PREPARED BY:  
GREG McLAUGHLIN FOR:

Fleet Mortgage Corp.  
10046 SOUTH WESTERN AVE.  
CHICAGO, ILLINOIS 60643

*Daisy Mae Stevenson* (Seal)  
Mortgagor DAISY MAE STEVENSON

*Minnie M. Stevenson* (Seal)  
Mortgagor MINNIE M. STEVENSON

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

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

FMC #478480-0

State of Illinois

V/V

03609022

## Mortgage

INITIAL HERE

FHA Case No.  
131:4841636-748

This Indenture, Made this DM 15 1987 day of APRIL, 19 87, between  
DAISY MAE STEVENSON, DIVORCED AND NOT SINCE REMARRIED AND MINNIE M. STEVENSON,  
A SPINSTER., Mortgagor, and  
FLEET MORTGAGE CORP.,  
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

(\$38,613.00), THIRTY EIGHT THOUSAND SIX HUNDRED THIRTEEN AND NO/100----- Dollars  
payable with interest at the rate of TEN per centum ( 10.0 %) 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 in-  
stallments of THREE HUNDRED THIRTY EIGHT AND 86/100----- Dollars (\$338.86 )  
on the first day of JUNE, 19 87, 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  
MAY 20 17 .

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the perfor-  
mance 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 7 AND THE EAST 1/2 OF LOT 8 IN BLOCK 21 IN S. E. GROSS' CALUMET  
HEIGHTS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4  
OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-01-421-003 All - HAE

PROPERTY ADDRESS: 2211 E. 93RD ST., CHICAGO, IL 60617

3609022

M.M.

NOTE IDENTIFIED

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.

# UNOFFICIAL COPY

Page 4 of 4

1987 APR 20 PM 3:00

HARRY (EUS) YOUNGELL  
REGISTRAR OF TITLES

3609022

3609022

3609022

Delivery Address  
Docket No.  
Address  
Nominees

CHICAGO, ILLINOIS 60643  
10046 SOUTH WESTERN AVE.

Fleet Mortgage Corp.  
DRCG MELAUGHLIN FDT.

THIS INSTRUMENT WAS PREPARED BY:  
BOX 332 MAIL TO:

at o'clock m., and duly recorded in Book \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ day of \_\_\_\_\_ AD. 19

Filed for Record in the Recorder's Office of  
County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ AD. 19

Notary Public

My Commission Expires 11/21/89

Given under my hand and Notarized Seal this \_\_\_\_\_ day of April, 1987.

THE UNDERSIGNED, DAISY MAE STEVENSON, A SPINSTER and MINNIE M. STEVENSON, A SPINSTER, persons personally known to me to be the same person, whose name is \_\_\_\_\_, do hereby certify that, they subscribe to the foregoing instrument, prepared before me this day in accordance, Do hereby certify that, DAISY MAE STEVENSON, DIVORCED AND NOT SINCE REMARRIED, a notary public, in and for the county and State of Illinois, the hand and seal of the Mortgagee, the day and year first written.

State of Illinois  
County of COOK  
DAISY MAE STEVENSON, A SPINSTER and MINNIE M. STEVENSON, A SPINSTER, persons personally known to me to be the same person, whose name is \_\_\_\_\_, do hereby certify that, they subscribe to the foregoing instrument, prepared before me this day in accordance, Do hereby certify that, DAISY MAE STEVENSON, DIVORCED AND NOT SINCE REMARRIED, a notary public, in and for the county and State of Illinois, the hand and seal of the Mortgagee, the day and year first written.

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

Tutor

# UNOFFICIAL COPY

1 3 6 0 9 0 2 2

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.

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 incumbrance 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 improvement 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.

And the said Mortgagor further covenants and agrees as follows:

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

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 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 rents, premiums, taxes and assess-

ments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(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 Mortgagee to the following items in the order set forth:

- (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note; and
- (iv) late charges

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 (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default 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 otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the 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.

And as Additional Security for the payment of the indebtedness aforesaid 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.

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 hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

3609022

# UNOFFICIAL COPY

The Covernments Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, and administrators, successors, and assigns of the parties hereto. Wheneversoever used, the singular number shall include the plural, the singular, and the masculine terms shall include the feminine.

It is Expressly Agreed that no extension of the time for pay-  
ment of the debt hereby secured given by the Mortgagor to any  
successor in interest of the Mortgagor shall operate to release, in  
any manner, the original liability of the Mortgagor.

If the Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, completely will, and duly pay, all the covenants and agreements herein, then this con-  
veyance shall be null and void, and Mortgagor, within thirty (30) days after written demand therefor, by Mortgagor, execute a release or satisfaction of all such debts or liabilities hereby  
released or satisfied out of this mortgage, and Mortgagor hereby  
waives the benefits of all such statutes or laws which require the  
earlier execution of delivery of such release or satisfaction by  
Mortgagor.

And There Shall be included in any decree foreclosing this mortgagee 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 attorney's fees, 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 pur- poses authorized in the mortgagee 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

An in Case of Foreclosure of this mortgage by said Mortgagor,  
shall be allowed in any court of law or equity, a reasonable sum, shall be  
allowed for the solicitor's fees, and strengtheners' fees of the  
complainants 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 Mortgagor shall be  
made a party thereto by reason of this mortgage, its costs and  
expenses, and the reasonable fees and charges of the attorney  
or solicitors of the Mortgagee, so made parties, for services in  
such suit, or trial of proceedings, shall be a further lien and charge upon  
the said premises under this mortgage, and all such  
shall become so much additional indebtedness secured hereby  
and be allowed in any decree foreclosing this mortgage.

which ever life the said Mortagagee 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 Mortagagee, in this 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 Mortagagee; lease the said premises to back taxes and assessments in good repair, pay such current or back taxes and 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.

of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such damage directly to the Mortgagor instead of to the  
Mortgagor and the Mortgagor, jointly, and the insurance proceeds,  
or any part thereof, may be applied by the Mortgagor as its option  
either to the reduction of the indebtedness hereby incurred or to the  
restitution of the property of which it consists of force.  
closure of this mortgage or other transfer of title to the mortgaged  
property by the extinguishment of the indebtedness secured hereby, all  
rights, title and interests of the Mortgagor in and to any insurance  
policy 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 reciting the foregoing unpaid, are hereby assigned  
by the Mortgagor; 3. The Mortgagee and shall be paid forthwith to  
the Mortgagor, who shall apply it on account of the indebtedness  
secured hereby, which, due or not.