

UNOFFICIAL COPY

0 3 3 1 0 1 7
LOAN# 14506

CASE# 131-488 9077 703B

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgage 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 requirement of the Commissioner.

<u>Anthony R. Morrison</u>	<u>April 22, 1987</u>	Date
Borrower ANTHONY R. MORRISON		
<u>Valentine H. Morrison</u>	<u>April 22, 1987</u>	Date
Borrower VALENTINE H. MORRISON		
<u>La Pearl M. Owens</u>	<u>April 22, 1987</u>	Date
Borrower LA PEARL M. OWENS		
Borrower _____		Date
.....		
State of <u>Illinois</u>		
County of <u>Cook</u>	SS.	

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY R. MORRISON, VALENTINE H. MORRISON, HIS WIFE AND LA PEARL M. OWENS, A WIDOW personally known to me to be the same person S, whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of April, 1987.

Maurice Clark
Notary Public

5-25-88

Commission Expires

This instrument was prepared by Midwest Funding Corporation
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

UNOFFICIAL COPY 3610171

State of Illinois

Mortgage

035101 Loan # 14506

FHA Case No.
131 488 9077 703B

This Indenture, Made this 22nd day of April 19⁸⁷ between
ANTHONY R. MORRISON, VALENTINE H. MORRISON, His Wife and LA PEARL M. OWENS, A WIDOW, Mortgagor, and
MIDWEST FUNDING CORPORATION a corporation organized and existing under the laws of the State of Illinois
Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgaggee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Sixty-three thousand one hundred and NO/100 Dollars (\$ 63,100.00)

payable with interest at the rate of Nine per centum (9.0000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgaggee at its office in DOWNE'S GROVE 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 Five hundred seven and 72/100 Dollars (\$ 507.72) on June 01, 19 87, and alike 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 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 performance of the covenants and agreements herein contained, doth by these presents Mortgage and Warrant unto the Mortgaggee, 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 132 IN CUMMINGS AND FOREMAN REAL ESTATE CORPORATION RESUBDIVISION OF PART OF MIAMI PARK, IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

P.F. Item # 15-09-116-006 Jm

Also known as 333 BELWOOD AVENUE, BELWOOD 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 Mortgaggee, 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 Mortgaggee, as hereinbefore 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 Mortgaggee in such forms of insurance, and in such amounts, as may be required by the Mortgaggee

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

UNOFFICIAL COPY

0 3 6 1 0 7 1

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 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 **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 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 money 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.

361-171

UNOFFICIAL COPY

Page 10

That we will keep the improvements now existing or hereafter effected on the marginaged property, incurred as may be required from time to time by the Mortgagor to secure payment of which has not been made heretofore.

And as additional security for the payment of the indebtedness all
laborers and the Masterholder does hereby assent to the Masterholder
the rents, issues, and profits now due or which may hereafter
become due for the use of the premises heretofore described.

under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said

debtors, as represented thereby, the Mortgagee shall, in good faith, make payment of the amount of such indebtedness, credit to the account of the Mortgagee, all payments made under the provisions of subsection (a) of the preceding paragraph, except the proportion of subs-
puling the account of such indebtedness, credit to the account of the Mortgagee, all payments made under the provisions of subsection (a) of the preceding paragraph, except the proportion of subs-

However, the monthly payments made by the Mortgagor under the
Deed of Assignment of the Premiums shall not be affected
by the monthly payments made by the Mortgagor under
the Deed of Assignment of the Premiums, provided that
the Mortgagor shall not be liable to pay any sum due
under the Deed of Assignment of the Premiums, if the
Mortgagor has paid such sum to the Mortgagor under
the Deed of Assignment of the Premiums.

If the total of the payments made by the Mortgagor under subsection 7(1) of the preceding paragraph shall exceed the amount of the payments made by the Mortgagor for the amount of the principal and interest due on the loan as current, in the case may be, such excess, if the loan is current, is to be applied towards the principal, and assessments, in the case may be, such excess, if the loan is current, is to be applied towards the principal.

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 missed other than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent pay-meats.

U.S. Code - Title 17, Section 107

1. XXX interest on the note secured hereby;
holder shall receive payment,

XXXX ground rents, if any, taxes, special assessments, fire, and
XXXX

The order set forth in the following table is to be observed for all orders of the court.

Secured hereby shall be paid to John and the wife of him in a single
revered shall be paid by the Mortgagor each month in a single

That, together with, and in addition to, the monthly payments
of principal and interest payable under the terms of the note
recited 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:

If it is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagor 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 property described herein or any part thereof or the improve-
ments situated thereon, so long as the Mortgagor shall, in good faith, contest the same or any part thereof by appropriate proceedings in the court of competent jurisdiction, and in the sale or forfeiture of the said
premises or any part thereof to satisfy the same.

And the said Mortgagor further gave these and agrees as follows:

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

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior claim of incumbrance other than that for taxes or assessments on said premises, or to keep such premises, or to pay any premium on said lease, or to keep said premises in good repair, the Mortgagor may day by day incur taxes, and premiums in respect of assessments or on said premises, or to keep such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any money so paid or expended shall become so much addl. premium indebtendess, secured by this mortgage, to be paid out of proceeds of the sale of the mortgage held premises, if not otherwise paid by the Mortgagor.