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* MORTGAGE RIDER

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 REQUIREMENT OF THE COMMISSIONER.

Bettie L. Clark

5/18/87
DATE

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State of Illinois

Mortgage

FHA Case No.

131:5009916-703

This Indenture, made this 18TH day of MAY . 19 87 , between

BETTYE L. CLARK, DIVORCED AND NOT SINCE REMARRIED
CAPITAL MORTGAGE FUNDING CORPORATION

, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF ILLINOIS , 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

TWENTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100----- Dollars (\$ 28,750.00) payable with interest at the rate of TEN AND ONE HALF

per centum (10.50) (%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

200 WEST ADAMS STREET-SUITE 1925 CHICAGO, ILLINOIS 60606 , 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

TWO HUNDRED SIXTY TWO AND 99/100----- Dollars (\$ 262.99)

on the first day of JULY , 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 JUNE , 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, 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:

LOT ONE HUNDRED TWENTY (120) (EXCEPT THE WEST 2 FEET THEREOF) AND THE WEST 13 FEET OF LOT ONE HUNDRED TWENTY ONE (121) IN BLOCK THREE (3) IN CHICAGO TITLE AND TRUST COMPANY'S ADDITION TO PULLMAN, IN THE NORTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 25-15-222-072 TT ALL 880

COMMONLY KNOWN AS: 741 EAST 105TH PLACE

CHICAGO, ILLINOIS 60628

PLEASE RECORD AND RETURN TO:
CAPITAL MORTGAGE FUNDING CORPORATION
200 WEST ADAMS STREET-SUITE 1925
CHICAGO, ILLINOIS 60606

PREPARED BY:
CRYSTAL M. STARKS

CHICAGO, ILLINOIS 60606

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.

Previous edition may be used
until supplies are exhausted

HUD-92116-M.1 (9-88 Edition)
24 CFR 203.17(a)

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1987 MAY 22 PM 4:03
HARRY (PUS) YCUREN
REGISTRATION OF TRADE

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ÜBERLINE

Schwan. Tr
6295

925 PUMPKIN ROSE RD

BETTY L. CLARK, DIVORCED AND NOT SINCE REMARRIED		ISSUED	ISSUED	ISSUED
<i>Betty L. Clark 5/18/87</i>		<i>5/18/87</i>	<i>5/18/87</i>	<i>5/18/87</i>
* RIVER MARY		State of Illinois County of COOK		

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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 Mortgagor instead of to the Mortgagor and the Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor 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 Mortgagor and shall be paid forthwith to the Mortgagor 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 from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagor 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 Mortgagor when the ineligibility for insurance under the National Housing Act is due to the Mortgagor's failure to remit the National Housing Act is due to the Mortgagor'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 Mortgagor, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagor 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 Mortgagor 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 Mortgagor in possession of the premises, or appoint a receiver for the benefit of the Mortgagor 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 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 Mortgagor 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 Mortgagor, 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 Mortgagor; 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 sale, advertising, rate, 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 Mortgagor, 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 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 Mortgagor 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 Mortgagor.

It Is Expressly Agreed that no extension of the time for payment 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.

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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immediate notice by mail to the Attorney General, who will make proper
acquaintance to the Attorney General. In event of a necessary suspension will give
him a written receipt for any payables which are in favor of said individual.
Expenses will be incurred in the interest of the public welfare by the
Attorney General.

That file will keep the improvements now existing or hereafter received on the interior of the building as may be required. From time to time by the Wardenage authorities for any other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Wardenage authorities and for such payment, when due, any premium on such insurance for pay- ment of which has not been made before. All insurance shall be carried in companies authorized by the State Board of the

And as additional *Security* for the privacy of all the individual members
afforded the *Administrator* does hereby *assure* us, in the following manner:

If the total of the payments made by the borrower under
installments is less than the principal amount due,
the difference will be credited to the account of the
borrower, or if the balance is less than the amount
paid, the balance will be carried forward to the next
month, and so on until the entire amount is paid.
If the total of the payments made by the borrower
is more than the principal amount due, the excess
will be deducted from the principal amount,
and the balance will be carried forward to the next
month, and so on until the entire amount is paid.

middle to exceed four cents ($\$0.04$) for each dollar ($\1) for each purchase under this regulation. The Adirondack sawmills will be compelled to "wait out" a date of 12 months from the time of publication of the new rule before they may do business again.

(a) Ground rents, if any, taxes, special assessments, fire, and other hazards insurance premiums;

(b) Interest on the note secured hereby;

(c) Amortization of the principal of the said note; and

(d) Legal charges.

(9) All payments mentioned in the preceding section of this paragraph shall be made under the note secured hereby and all payments to be made under the note secured shall be added together and the following payment be applied by the Agent for each month in a single payment to the Agentage fee to the following extent:

אפקטן פְּאַפְּקָטְןָן; פְּאַפְּקָטְןָן;

groupage in transit to pay valid ground rates, premiums, taxes and insurance premiums will become deductible, such sums to be held by Agent to the date when such ground rates, premiums, taxes and dividends paid by the number of minutes to elapse before one month prior to the delivery of the original bill.

(ii) A sum equal to the ground rent, if any, next due, plus the following sum for each month until the said rent is fully paid, the following sum:

and other charges covering the mortgaged property, plus
taxes and assessments next due on the mortgaged property fall in

Thus, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note recited hereto, the Borrower will pay to the Lender, on the first day

And the said Mortgagor further conveys and agrees as follows:
That he will promptly pay the principal of and interest on the
indebtedness evidenced by the said note, at the times and in the
manner herein provided. Privilege is reserved to pay the debt in
whole or in part on any instrument due date.

In the case of the reversal or negation of the relevant findings, it would render the whole of the moratorium preclusive, if not otherwise paid by the defendant, according to the principles of law. The same would apply if the court were to rule that the moratorium was illegal, to be paid out of proceedings or damages so paid or exceeded small pecuniary amounts as much additional, in which case the proper preservation of the record, "in any event necessary for the proper preservation thereof," would require the payment of such a sum. It would also be necessary to take into account the nature of the premises in question, the character of the instruments or documents prior to the moratorium, and the circumstances under which they may have been given, the originalee may sue, unless he has been paid.

Under circumstances provided, when such time as may be required by the
client to pay all taxes and assessments on said premises, or any tax
or assessment that may be levied by authority of the State or []
any other corporation, or of the county, town, village, or city in which the said
land is situated, upon the aforesaid ownership of the ownership
of the premises, it shall be the duty of the lessee to pay all taxes
and assessments on said premises to the lessor, and the lessor
shall be liable for the same, and the lessor shall be liable for the same
to the extent of the amount paid, [] in such sum.

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 at the security intended to be effected by virtue of this instrument; nor to suffer any loss or mechanical men or material men to attach to said premises; to pay to the mortgagee, as

1. A Five and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Plaintiff, its successors and assigns, forever, for the purposes and uses herein set forth, free and clear of all liens and encumbrances, until the said Plaintiff has been paid in full the amount due him under this Agreement, and by virtue of the Homestead Act from all rights and benefits under and by virtue of the Homestead Law of the State of Illinois, which said rights and waives; And said Plaintiff agrees: