

CF Form 242
Rev. 3/22/84

FNMA No.: 1120134888
Servicer: 17-327-000-3 (West America)

Servicer Loan No.: 953651-7

SATISFACTION OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States, certifies that a real estate mortgage now owned by it dated January 27, 1984, made by Dean B. Foster and Chester H. Foster as mortgagor(s), to West America Mortgage Company as mortgagee, recorded as Document No. 3352733, in Book No. _____, Page No. _____, in the office of the Recorder _____, Cook County, Illinois, is, with the indebtedness thereby secured, fully paid, satisfied and discharged, and the Recorder is hereby authorized and directed to release and discharge the same upon record.

LOT 23 IN BLOCK 3 IN HOMEWOOD TERRACE SOUTH, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, ALL IN TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES IN COOK COUNTY, ILLINOIS ON JULY 7, 1965 AS DOCUMENT 2218042, IN COOK COUNTY, ILLINOIS.

Also cancelled
3352734

3625917

LEGAL NOTICE OF MORTGAGE
CANCELLATION OF REGISTERED

Date: OCT 1 1986 C/A 190419 Jodi Tigrace Homewood IL
P.A. 32-05-414-003
NO

WITNESSED: (Michigan and Ohio properties only)

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: Barbara J. Kosi
Assistant Vice President

Attest: Marilyn A. Church
Marilyn A. Church
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing instrument was acknowledged before me, a notary public commissioned in Cook County, Illinois, this OCT 1 1986 (date), by Barbara J. Kosi, Assistant Vice President, and Marilyn A. Church, Assistant Secretary, of Federal National Mortgage Association, a United States corporation, on behalf of the corporation.

Herta M. Dobbert
Herta M. Dobbert, Notary Public

My commission expires: DEC 6 1987

Type the names of the parties executing, notarizing and witnessing this instrument below their respective signatures.

This instrument was prepared by Conrad M. Mulvaney, Federal National Mortgage Association, One South Wacker Drive, Chicago, Illinois 60606.

UNOFFICIAL COPY

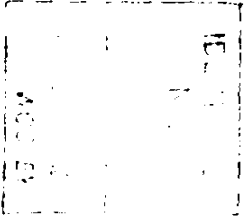
Jill
1401 N. Jackson
1E6-6071

3625947

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COOK COUNTY CLERK
15 JUN 15 PM 2:19

3625947



Financial Festival
1401 N. Jackson
Office # 60435

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 2 3 5 1 2

5158803-6

FHA Case No.

131:4869883

State of Illinois

Mortgage

411043

This Indenture, Made this 8TH day of JUNE, 19 87, between HERMAN K. JOHNSON AND YVONNE D. SMITH JOHNSON, HIS WIFE

-----, 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 SIXTY ONE THOUSAND SIX HUNDRED FIVE AND NO/100 -----

(\$ 61,605.00) ----- Dollars payable with interest at the rate of TEN AND ONE HALF per centum (10 1/2 %) 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 FIVE HUNDRED SIXTY THREE AND 53/100 ----- Dollars (\$ 563.53 -----) on the first day of AUGUST 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 JULY 19 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, do hereby these presents Mortgage and Warranty 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 36 IN BLOCK 3, IN KENT'S SUBDIVISION OF BLOCKS 2 AND 3 IN GREENDALE, A SUBDIVISION OF THE NORTH 40 ACRES OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4) OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1010 So. Cuyler
Oak Park, Ill.

P.I.N. 16 17-509-005

EEO

DA

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

NOTE IDENTIFIED

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED.

3625512

UNOFFICIAL COPY

1376616
IN DUPLICATE

3625512

3625512

JUN 12 11 54 AM '07
HARRY (JESU) MORRIS

3625512

Address

Permitted

Deliver certificate

Address

Deliver duplicate Trust

Delivered to

Address

Notified

G.I.T.

GREATER ILLINOIS
TITLE COMPANY

BOX 116

411043

PREPARED BY: FLEET MORTGAGE CORP.
2643 N. HARLEM
CHICAGO, IL. 60635

Property of Cook County Clerk's Office

at o'clock

m., and duly recorded in Book

Page

(County, Illinois, on the

day of

A.D. 19

Doc. No.

Filed for Record in the Recorder's Office of

Notary Public

Given under my hand and Notarial Seal this

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

person and acknowledged that signed, sealed, and delivered the said instrument as

and subscribed to the foregoing instrument, appeared before me this day in

his wife, personally known to me to be the same

, a notary public, in and for the county and State

State of Illinois
County of DuPage

HERMAN K. JOHNSON

YVONNE D. SMITH JOHNSON, HIS WIFE

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

UNOFFICIAL COPY

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 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 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 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 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 said note at the time and in the manner aforesaid and shall also 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.

That the 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 herebefore. 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee 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 the Mortgagee shall have the right to take up the account of 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 Mortgagee 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 Mortgagee 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 any 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.

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That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee 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-

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