

UNOFFICIAL COPY

CASE # 131: 5279137 703

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

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.

1) Darren L. Huff 1-29-88
BORROWER DARREN L. HUFF DATE
2) Joseph T. Huff 1-29-88
BORROWER JOSEPH T. HUFF DATE
3) Gardner D. Huff 1-29-88
BORROWER GARDNER D. HUFF DATE
4) _____ DATE
BORROWER

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, Karen Saia, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DARREN L. HUFF, JOSEPH T. HUFF and GARDNER D. HUFF, personnally 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 he signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of January, 1988.



Karen Saia
Notary Public
4-8-91
Commission Expires

This instrument was prepared by HERITAGE MORTGAGE COMPANY
NAME
1000 E. 111TH. STREET, CHICAGO, ILLINOIS 60628

ADDRESS

3585128

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K
State of Illinois

Mortgage

FHA Case No.

131: 5279137 703

This Indenture, made this 29TH day of JANUARY 1988, between DARREN L. HUFF, A BACHELOR AND JOSEPH T. HUFF, A BACHELOR, AND GARDNER D. HUFF, A BACHELOR, Mortgagor, and

HERITAGE MORTGAGE COMPANY, 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

SEVENTY TWO THOUSAND NINE HUNDRED AND NO/100-- Dollars \$ 72,900.00 payable with interest at the rate of ELEVEN AND ONE HALF

per centum (11 50 - %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO, 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 SEVEN HUNDRED TWENTY ONE AND 92/100-- Dollars (\$ 721.92)

on the first day of MARCH 1988, 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 FEBRUARY 2018.

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 NORTH FIFTEEN (15) FEET AND ONE AND ONE HALF (1½) INCHES OF LOT ELEVEN THE SOUTH FIFTY (50) FEET OF LOT TWELVE (EXCEPT THAT PART THEREOF, INCLUDED IN THE NORTH THIRTY FIVE (35) FEET OF THE SOUTH HALF (½) OF SAID LOT TWELVE (12)) IN BLOCK TEN (10) IN PITNER'S SUBDIVISION OF THE SOUTHWEST QUARTER (¼) OF SECTION 27, TOWN 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT PREPARED BY:

HERITAGE MORTGAGE COMPANY
1000 E. 111TH. STREET
CHICAGO, ILLINOIS 60628
JOHN R. STANISH, PRESIDENT

RETURN TO:

HERITAGE MORTGAGE COMPANY
1000 E. 111TH. STREET
CHICAGO, ILLINOIS 60628

PROPERTY ADDRESS:
7611 S. INDIANA AVE.
CHICAGO, ILLINOIS 60619

PTIN: 20-27-309-004 VOL. 267 FAO

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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1989 FCC - 2 AM 11:57

128-004
N. LA SALLE ST.
SUITE 1700
CHICAGO, IL. 60602

SAFECO **INSURANCE**

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in ' and duly recorded in book at office

Page 10

61 CIV 10 Sep

100 Record in the Recorder's Office of

OFFICIAL SEAL
KAREN SAI
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 4/8/91

• 100 •

L Karen SAILA		Given under my hand and Notarized Seal
A Notary Public in and for the County and State of California		Notary Public
AUGUST 15, 2009 T. HUFF, a BARTENDER		and GALETTI, MUFF & BARTENDER
a Notary Public in and for the County and State of California		and GALETTI, MUFF & BARTENDER
a Notary Public in and for the County and State of California		free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.
		signed, sealed, and delivered the said instrument as <u>hom</u>
		person and acknowledged that <u>hom</u>
		subscribed to the foregoing instrument, appeared before me this day in
		person whose names
		and Karen SAILA, MUFF & BARTENDER.
		whom to me to be the same
		and personally known to me to be the same
		subscribed to the foregoing instrument, appeared before me this day in
		person and acknowledged that <u>hom</u>
		free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.
		given under my hand and Notarized Seal
		Notary Public
		AUGUST 15, 2009 T. HUFF, a BARTENDER
		KAREN SAILA
		OFFICIAL SEAL

Count of Cows

Young & Rubicam

GARDNER D. HUPE

103

1183

100

Joseph L. Heller

10/20/2018

RECEIVED IN LIBRARY
JANUARY 1, 1968

Witness the hand and seal of the Notary Public, this 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 grantees.

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 **60** days from the date hereof twritten 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 **60** days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such unelgibility, 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 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 trial, 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; 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 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 Herin 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 Mortgagor, who may make prior
accepatble to the Mortgagor, in event of loss Mortgagor will give
have attached thereto loss pay able clauses in favor of and in form
policies and renewals thereto shall be held by the Mortgagor and
be carried in companies approved by the Mortgagor and the
agent of which has not been made before All instruments
by, when due, any premiums on such insurance for pay

and other hazard insurance covering the mortgaged property, plus
peroids as may be required by the Mortgagor and will pay premium
hazards, casualties and contingencies in such amounts and for such
from time to time by the Mortgagor against loss by fire and other
erected on the mortgaged property, insured as may be required
That He Will Keep the improvements now existing or hereafter
become due for the use of the premises heretofore described.

the rents, issues, and profits now due or which may hereafter
afforded the Mortgagor does hereby assign to the Mortgagor all
And as Additional Security for the payment of the indebtedness
the amount of principal then remaining unpaid under said note.

under subsection (a) of the preceding paragraph as a credit against
acquired, the balance then remaining in the funds accumulated
ment of such proceedings of a, at the time the property is otherwise
default, the Mortgagor shall apply, at the time of the commence-
hereby, or if the Mortgagor applies otherwise after
of this mortgagee readily in a public sale of the premises covered
paragraph. If there shall be a default under any of the provisions
cumulated under, or provisions of subsection (a) of the preceding
count of the debt, indebtedness, or balance remaining in the funds ac-

in computation, the amount of such indebtedness, credit to the ac-
of the debt, indebtedness, or balance remaining in the ac-
dance with the provisions of the note secured hereby, full payment
as, time the Mortgagor shall tender to the Mortgagor, in accor-

reces, taxes, assessments, or insurance premiums shall be paid
deficiencies, on or before the date when payment of such ground
shall pay to the Mortgagor any amount necessary to make up the
when the same shall become due and payable, then the Mortgagor,
taxes, and assessments, or insurance premiums, as the case may be,
of the payments actually made by the Mortgagor under
subsection (a) of the preceding paragraph shall exceed the amount
such payments made by the Mortgagor under subsection (a) of the

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 (5¢) for each payment
under this mortgage. The Mortgagor may collect a "late charge"
date of the next such payment, constitute an event of default
ment shall, unless made good by the Mortgagor prior to the due
any deficiency in the amount of any such aggregate monthly pay-

(d) late charges
(e) amortization of the principal of the said note; and
(f) interest on the note secured hereby:

(g) ground rents, if any, taxes, special assessments, fire, and other
hazard insurance premiums;

(h) all payments mentioned in the preceding subsection
paragraph shall be applied by the Mortgagor each month in a single payment to
that he paid by the Mortgagor each month in the order set
be applied by the Mortgagor to the following items in the order set
that he paid by the Mortgagor each month in a single payment to
payments shall be applied together and the aggregate amount thereof

(i) all payments mentioned in the preceding subsection

special assessments, and

balance in trust to pay said ground rents, premiums, taxes and
assessments will become demand rents, such sums to be held by Mort-
to the date when such ground rents, premiums, taxes and
divided by the number of months to elapse before one month pro-
cessed by the Mortgagor less all sums already paid therefor

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

(j) 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 sum
hereby, the Mortgagor will pay to the Mortgagor, on the first day
principled and interest payable under the terms of the note executed
that, together with, and in addition to, the monthly payments of

whole or in part on any installation due date

amount theretofore provided. Privilege is reserved to pay the debt in
indebtedness evidenced by the said note, at the times and in the

that he will promptly pay the principal of and interest on the

And the said Mortgagor further agrees as follows:

thereof to satisfy the same
contested and the collection of the said premises or any part
operates to prevent the collection of the tax, assessments, or loan to
creditors brought in a court of competent jurisdiction, which shall
test the same or the validity thereof by appropriate legal pro-
cedures described herein, so long as the Mortgagor shall, in good faith, con-
tinue to pay to the holder of the title, assessments or any part of the
of removal and tax, assessment, or tax lien upon or affix to
shall not be contrary notwithstanding, that the Mortgagor
mortgage to the property held after provisions of this

it is expressly provided, however, that other provisions of this

Mortgagor
the sale of the mortgaged premises, if not otherwise paid by the
deficiencies, accrued by this mortgage, to be paid out of proceeds of
monies so paid or expended shall become so much additional in
may deem necessary for the proper preservation thereof, and any
such repairs to the property herein mortgaged as in its discretion it
assessments, and insurance premiums, when due, and may make
permises in good repair, the Mortgagor may pay such taxes,

that for taxes or assessments on said premises or to keep said
payments, or to satisfy any prior lien or encumbrance other than
in case of the refusal or neglect of the Mortgagor to make such
Mortgagor.

of insurance, and in such amounts, as may be required by the
debtor, incurred for the benefit of the Mortgagor in such forms
time be on said premises, during the continuance of said in

therefore, (z) a sum sufficient to keep all buildings that may in any
land is situated, upon the lot or building on account of the ownership
liens, or of the court, to whom village, or city in which the
of assessments that may be levied by authority of the State of II

item to pay, all taxes and notes in fully paid, (A) a sum suffi-

benevolent provided, to pay to the Mortgagor, as
men to attach to said premises, nor to suffer any encumbrance of material

investment, nor to sell any securities intended to be effected by virtue of this

be done, upon the good report, and note in part the value

To keep said premises in good repair, and not to do, or permit to

And Said Mortgagor covenants and agrees

benefits to said Mortgagor does hereby expressly release and waive

liabilities to said Mortgagor does hereby expressly release and waive

and assessors and fixtures, unto the said Mortgagor, its successors

to file and to hold the above described premises, with the