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FHA ASSUMPTION POLICY RIDER

253505-0

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 23RD day of MARCH , 1988 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
(the "Mortgagee") and covering the property described in the Instrument and located at:

17720 SOUTH YALE, COUNTRY CLUB HILLS, ILLINOIS 60477
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree 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 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 12 24 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

Kevin A. Martin _____ (Seal)
KEVIN A. MARTIN _____ Mortgagor
Melinda P. Martin _____ (Seal)
MELINDA P. MARTIN/HIS WIFE Mortgagor

_____ (Seal)
Mortgagor
(Sign Original Only)

NOTE: If the property is not the principal or secondary residence of the Mortgagor, 24 months will be checked instead of 12 months
(Space below this line for acknowledgement)

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Property of Cook County Clerk's Office

3606203

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State of Illinois

Mortgage

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253505-0

FHA Case No.
131:5281407-703B

This Indenture, made this 23RD day of MARCH , 19 88 , between KEVIN A. MARTIN AND MELINDA P. MARTIN, HUSBAND AND WIFE / , Mortgagor, and

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS / a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA , 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 TWO THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 62,700.00)

payable with interest at the rate of TEN AND ONE HALF per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

4242 NORTH PARLEM, NORRIDGE, ILLINOIS 60634 , 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 SEVENTY THREE AND 54/100 Dollars (\$ 573.54) on the first day of MAY , 19 88 , 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 APRIL , 20 18 .

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 591 IN BLOCK 17, IN WINSTON PARK UNIT FIVE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND ALSO THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 26, 1972, AS DOCUMENT NUMBER 2604946 AND CERTIFICATE OF CORRECTION REGISTERED ON SEPTEMBER 5, 1972, AS DOCUMENT NUMBER 2646492, IN COOK COUNTY, ILLINOIS.

28-35-205-029 A Box

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COMMONLY KNOWN AS: 17720 SOUTH YALE
COUNTRY CLUB HILLS, ILLINOIS 60477

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 (8-88 Edition)
24 CFR 203.17(a)

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144-3696503
HJD-92110M.1

3696503
A-3
Submitted by:
Address:
Phone:
Editor:

ATTN: SHIRLEY ORR
RECORD AND RETURN TO:
SHIRLEY ORR
PREPARED BY:
PLOSSMOOR, IL 60422
BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
3309 VOLLMER ROAD
PLOSSMOOR, ILLINOIS 60422

at o'clock m., and duly recorded in Book
of Page

County, Illinois, on the
day of

of

A.D. 19

Filed for Record in the Recorder's Office of
DOC. NO.

Mary P. Mohan

"OFFICIAL SEAL"
KAREN MOHAN
MAY COMMISSION EXPIRES 11/12/90
MAY PUBLIC STATE OF ILLINOIS
Signed, sealed, and delivered the said instrument in
person and acknowledged this day

subscribed to the foregoing instrument, affixed and before me this day in
the year of A.D. MELINDA P. MARTIN
and MELINDA P. MARTIN
a Notary public, in and for the county and State
of Illinois, Do hereby certify that KEVIN A. MARTIN
is wife, personally known to me to be the same
person who executed this instrument
and acknowledged it this day

Given under seal and dated this day of May, A.D. 19

(Seal)

(Seal)

MELINDA P. MARTIN/HIS WIFE

(Seal)

(Seal)

KEVIN A. MARTIN

Witness the hand and seal of the Notary public, the 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 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 45 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 45 days 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 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.

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 suit, 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 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.

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immediate notice by mail to the Mortgagor, who may make prior
acceessable to the Mortgagor in event of loss Mortgagor will give
have sufficient time to less payable clauses in favor of and in form
polices and remedies thereof shall be held by the Mortgagor and
be carried in companies approved by the Mortgagor and the
mean of which this note shall be made immediately. All insurance shall
be, when due, any premiums on such insurance for pay
periods as may be required by the Mortgagor and will pay prope
hazards, casualties and contingencies in such amounts and for such
from time to time by the Mortgagor against loss by fire and other
excepted die mortgaged property, insured as may be required.
That the 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
become due for the remaining unpaid under note.

the amount of principal then remaining upon the
under subsection (a) of the preceding, it appears as a general
accounted, the balance then remaining in the funds accumulated
ment of such proceeds as at the time the property is otherwise
debtors, the Mortgagor shall apply, at the time of the summons
hereby, or if the Mortgagor acquires the property otherwise
of this mortgagee, in a public sale of the premises covered
pursuant, if there shall be a default under any of the provisions
cumulated under the mortgagee, any balance remaining in the funds
court of the Mortgagor any balance remaining in the funds
in computing the amount of such indebtedness, credit to the ac
of the court a judgment of the providers of the note secured hereby, full payment
dates with the Mortgagor shall be secured hereby, full payment
any time the Mortgagor shall tender to the
rec'd, taxes, assessments, or insurance premiums shall be due, if all
delivered, or before the date when payment of such funds
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,
preceding paragraph shall not be sufficient to pay ground rents,
payments made by the Mortgagor under note subsection (a) of the
bagger, or remanded to the Mortgagor, the Mortgagor
shall be credited on subsequent payments to be made by the Mort
such excess, if the loan is current, in the opinion of the Mortgagor,
taxes, and assessments, or insurance premiums, as the case may be,
of the payments actually made by the Mortgagor prior to the due
subsection (a) of the preceding paragraph shall exceed the amount
of the total of the payments made by the Mortgagor under
payments made by the Mortgagor under note subsection (a) of the
Mortgagor.

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 (\$1) for each payment
under this mortgage, the Mortgagor may collect a "late charge"
date of the next such payment, constitutes an event of default.
ment shall, unless made good by the Mortgagor prior to the due
any deficiency in the amount of any such deficiency monthly pay
any late charges.

(ii) amortization of the principal of the said note; and
(iii) interest on the note secured hereby;
hazard insurance premiums;

(d) ground rents, if any, taxes, special ass., rates, fire, and other
fees applied by the Mortgagor to the following items in the order set
shall be paid by the Mortgagor each month in a single payment to
hereby shall be added together and the aggregate amount thereof
paragraph and all payments to be made under the note secured
(b) All payments mentioned in the preceding subsection of this
special assessments; and

balance in trust to pay said ground rents, premiums, taxes and
assessments will become delinquent, 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 prior
estimated by the Mortgagor less all sums already paid therefor.

taxes and assessments next due on the mortgaged property all as
and other hazards measured covering the mortgaged property, plus
premiums that will next become due and payable on policies of fire
(a) 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
prior and interest payable under the terms of the note secured
flat, together with, and in addition to, the monthly payments of

which, together with, and in part on any installment due date.

which the will promptly pay the principal of and interest on the
number evidenced by the said note, at the times and in the
flat the will promptly pay the principal of and interest on the

And the said Mortgagor further covenants and agrees as follows:

decreed to satisfy the same:
complied and the able or officer of the tax assessment, or lien so
operated to prevent the collection of the tax assessment, which shall
ceedings brought in a court of competent jurisdiction, before
set the same of the validity thereof by appropriate legal pro
stated therefore, so long as the Mortgagor shall in good faith, con
premises described in any part thereof or the improvement
or remove any tax, assessment, or lien upon or subject the
shall not be required nor shall it have the right to pay, discharge
mortgage to the contrary notwithstanding, that the Mortgagor
it is expressly provided, however full other provisions of this
Mortgagor.

the sale of the mortgaged premises, if not otherwise paid by the
debtors, secured by this mortgage, to be paid out of proceeds
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 in
premises in good repair, the Mortgagor may make
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, intended for the benefit of the owner of the Mortgagor in such forms
time be on said premises, during the continuance of said in
hereof, (2) a sum sufficient to keep all buildings that may in any
land as situated, upon the Mortgagor on account of the ownership
liens, or of the cost of removal, or, when, village, or city in which the said
or assessment that may be levied by authority of the State of N.Y.
client to pay all debts and notes is fully paid, (1) a sum suffi
hereinafter provided, to pay to the Mortgagor, as
men to attach to said premises, to suffer any loss of mechanics men or material
instrument, or of the security intended to be effected by virtue of this
be done, upon said premises, and that may impair 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
Exemption laws of the State of Illinois, which said rights and
from all rights and benefits under and by virtue of the Homestead
and assessors appurtenances and fixtures, unto the said Mortgagor, its successors
and assigns, forever, for the purposes and uses herein set forth, free

To Have and to Hold the above-decreed premises, with the