UNOFFICIAL COPY, LOAN# 111-022766

CASE# 131: 534 3603 703E

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 no later than 12 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. If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months."]

In server Q. Myoro	Hay 23, 1988
Borrower LAURENCE J. MERS	Date
and mil Jour less My	May 23, 1988
Borrower ANNA II. PAULEY-TITES	Date
Borrower	Date
Borrower	Date
State of	4ng
County of	SS.
I, the undersigned, a notary public in and for the said Cothat LAIRENCE J. HYERS and ANNA H. PAULEY-	
personnally known to me to be the same person <u>S</u> whos appeared before me this day in person, and acknowledge said instrument as <u>THEIR</u> free and voluntary	he name $\frac{S}{S}$ subscribed to the foregoing instrument, and that $\frac{Y}{S}$ signed, sealed and delivered the
Given under my hand and official seal, this 23 day	of Nay , 19 88.
	Notaby Public
	44040

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

Commission Expires

UNOFFICIAL CO

Loan # 111-022766

131: 534 3603 703B

Mortgage

23rd day of May This Indenture, made this LAWRENCE J. MYERS and ANNA M. PAULEY-MYERS, His Wife

. 888 , between

MIDWEST FUNDING CORPORATION

State of Illinois

a corporation organized and existing under the laws of

the State of Illinois

, Mortgagee.

, Mortgagor, and

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 Fifty-two thousand eight hundred fifty and NO/100 - - -- - - - - Dollars (\$52,850.00

payable with interest at the rate of Eleven

11.05000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum (

ILLINOIS DOWNERS CROVE 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 three an 131/100 - - - - - - - -

Dollars (\$ 503.31 01, 1988, and a like sum on the first day of each and every month thereafter until the note July on the first day of is fully paid, except that the final payme a of principal and interest, if not sooner paid, shall be due and payable on the first day , 2018 . of June

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 COCK and the State of Illinois, to wit:

LOT 38 (EXCEPT THE WEST 25 FEET THEREOFT IN BLOCK 6 IN HAVITHORNE SQUARE SUIDIVISION OF BLOCKS 3, 4, 5, 6, 8 AND 9 M THE SUBDIVISION OF THAT PART OF THE EAST 3/4 OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE CENTER OF OGDEN AVENUE, 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 COMMANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF. D_{ffi}Co

Item # 16-28-306-040rVOL. 44 Also known as 5300 WEST 30TH PLACE, CICERO

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

Previous edition may be used until supplies are exhausted

HUD-92116-M.1 (9-86 Edition)

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01 4 7	d for Record in the Recorder's Office of	
Notaly Public		1114
88 ^{91 .Q.A} ,	NAMES OF STREET	Cilven under my hand and Notarial Seal this 0.2-61-4
nt as TARIR	subscribed to the foregoing instrumer aigned, sealed, and delivered the said instrumerset forth, including the release and waiver of the	TALE 2 mannes and backnowledged that TALE TALE TALE and purposes therein a free and you would be to the test to the test and you was an a free an a free and you was a free an a free a
series and and of arm of inword yllian	nend dans are t	and ANNA H. PAULEY-HYRRIS, HIS WIFE
	duq yraion a ,	Moreaud, Do Hereby Cerll y Lat. LANTERXEE J.
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Witness the hand and seal of the Mongagor, 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 fore-closure 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 2 nount 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 a on account of the indebtedness secured hereby, whether due of each

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 from the date hereof (written statement of any off er of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty time from the date of this mortgage, declining to insure and note and this mortgage being deemed conclusive proof of such it eligibili 1y), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Not withstanding 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 Mortgager 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 Mortgage 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 moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set for in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebteries hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall there 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 Mortgage 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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(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, plus estimated by the Alorgages) less all sums already paid therefor to the date when such ground rents, premiums, taxes and to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mort gages in trest to pay said ground rents, premiums to be held by Mort gages in trest to pay said ground rents, premiums, texes and

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgager will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums.

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 therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

And the said Mortgagor further covenants and agrees as follows:

thereof to satisfy the same.

It is expressly provided, however tall other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax hen upon or against the premises described herein or any part thereof or the improvement rest the same or the saile of the Mortgagor shall, in good faith, conceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or hen so contested and the sale or forfeiture of the said premises or any part physical and the saile or forfeiture of the said premises or any part through to saile the forfeiture of the said premises or any part through to saile, the saids

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In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior hen or incurs stance other than premises, or to keep said premises, or to keep said premises, or to keep said premises in good repair, the Mortgagee may par such taxes, assessments, and insurance premiums, when due, and mey make such repairs to the property herein mortgaged as in its (as retion it may deem necessary for the proper preservation thereof, and may morely so paid or expended shall become so much additional moreotes so paid or expended shall become so much additional more sale of the mortgaged for the proceeds of the mortgaged of the mor

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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 Mortgagee, as beceinafter provided, antil said note is fully paid, this aum 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 Himois, or of the county, town, village, or city in which the said finds, Mortgagor on account of the ownership there of; (2) a sum sufficient to keep all buildings that may at any time be out said premises, and in such forms debtedness, mented for the Lenel, of the Mortgagee in such forms of insurance, and in such anomalis. Is may be required by the of insurance, and in such anomalis.

And Said Mortgagor covenants and agrees:

To Have and to Hold the above-described premises, with the apprurenances and fixtures, unto the said Mortgagee, 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 to said rights and heariffles to said Astronaste does hereby expressly release and waive.

That He Will keep the improvements now existing or hereafter from time to time by the Mortgagee against loss by five and other from time to time by the Mortgagee against loss by five and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt by when due, any premiums on such insurance provision for pay ment of which has not been made hereinbefore. All insurance shall be eartied in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and the acceptable to the Mortgagee and the central free for the Mortgagee and in form acceptable to the Mortgagee in favor of and in form acceptable to the Mortgagee. In certain of loss Mortgager 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 Mortgagor 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.

the amount of principal then remaining amount 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 or actime the property is otherwise default, the Mortgagee shall apply, at the time of the commencehereby, or if the Mortgager acquires the property otherwise after of this mortgage researing in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions complated under the provisions of subsection (a) of the preceding count of the Moltgagot any balance temaining in the funds acin computing the amount of such indebtedness, credit to the acof the order indebtedness represented thereby, the Mortgagee shall. dance with the provisions of the note secured hereby, full payment any lime the Mortgagor shall tender to the Mortgagee, in accorcluts, taxes, assessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground spall pay to the Mortgagee 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. breceding paragraph shall not be sufficient to pay ground reitis, payments made by the Mortgagor under subsection (a) of the gagor, or refunded to the Mortgagor, if, however, the monthly shall be credited on subsequent payments to be made by the Mort such excess, if the loan is current, at the option of the Mortgagor. taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount if the total of the payments made by the Mortgagor under

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 (45) for each dollar (51) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payment.

- (b) late charges.
- dill amortization of the principal of the said note; and
 - (ii) interest on the note secured hereby;
 - hazard insurance premiums:

form:

(b) ground tents, if any, taxes, special assessments, fite, and other

paragraph and all payments to be made under the note secured hereby shall be added together and the aggragate amount through be added together and the aggragate and the payment to the paint be paint by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following near in the order set

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special assessments; and