

# UNOFFICIAL COPY

TRANSFER OF PROPERTY 0 6 3 8  
MORTGAGE RIDER

THIS RIDER, DATED THIS 30TH DAY OF JUNE

1988

AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN:

GREGORY M. MORGAN, ~~XXSIMONXXMORGAN~~ AND DOROTHY J. GREEN, ~~XXSIMONXXGREEN~~  
a bachelor a spinster

, AS MORTGAGOR(S),

METFIRST FINANCIAL CO.

, AS MORTGAGEE

## AMENDED PROVISIONS

IN ADDITION TO THE PROVISIONS AND AGREEMENTS MADE IN THE MORTGAGE, MORTGAGOR AND MORTGAGEE 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 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 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.

IN WITNESS WHEREOF, MORTGAGOR(S) HAS (HAVE) EXECUTED THIS RIDER.

SIGNATURE(S) OF MORTGAGOR(S)

Gregory M. Morgan

GREGORY M. MORGAN

Dorothy J. Green

DOROTHY J. GREEN

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Property of Cook County Clerk's Office

3720638

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0 3 7 6 0 6 3 8 3720638

State of Illinois  
LOAN # 114962-4

## Mortgage

FHA Case No.  
131:5391174

This Indenture, made this 30th day of June, 1988, between JK,  
GREGORY M. MORGAN, XXSMOKERSON and DOROTHY J. GREEN, XXSINGLERSON  
a bachelor a spinster Mortgagor, and

METFIRST FINANCIAL CO.

a corporation organized and existing under the laws of THE STATE OF DELAWARE  
Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgaggee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Forty-four thousand six hundred thirty-four and NO/100 Dollars (\$ 44,634.00)

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 Mortgaggee at its office in 9225 Indian Creek Parkway, Suite 300, Overland Park, Kansas 66210, 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 Four hundred eight and 29/100 Dollars (\$ 408.29)

on August 1, 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 July.

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 Mortgaggee, 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 South Thirty-Three and One-Third (33-1/3) feet of  
LOT SEVEN—————(7)  
In Block Eight (8) in Hazelwood and Wright's Subdivision  
of the South Half (½) of the Northeast Quarter (¼) of  
Section 36, Township 38 North, Range 13, East of the Third  
Principal Meridian, in Cook County, Illinois.

Tax ID #19-36-218-024

3720638

The Assumption Rider to the Mortgage attached hereto and executed of even date herewith is incorporated herein and the covenants and agreements of the rider shall amend and supplement the covenants and agreements of this Mortgage.

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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Ref.	Date	Submitted by	Subj.	Accts.	Adj.	Dels.	Fwd.	Recd.	Addrs.	Name:	Phone:

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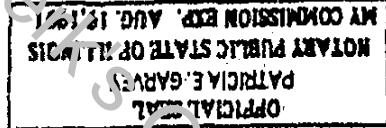
Mickey Haws  
MetLife Financial Co.  
1230 E. DeKalb Road, Suite 105  
NAPERVILLE, IL 60540

This Document Prepared by:

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

County, Illinois, on the day of A.D. 19

, Filed for Record in the Recorder's Office of Doc. No.



Given under my hand and Notarial Seal this day of June, A.D. 1988

and Do hereby Certify That Dorothy J. Green, a Notary Public, in and for the County and State of Illinois, doth, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person andacknowledged that she signed, sealed, and delivered the said instrument as free and voluntarily, etc., for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness the Undersigned Dorothy J. Green, a Notary Public, in and for the County and State of Illinois, doth, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person andacknowledged that she signed, sealed, and delivered the said instrument as free and voluntarily, etc., for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

County of

State of Illinois

(Seal)

(Seal)

GREGORY M. MORGAN

DOROTHY J. GREEN

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

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0 3 7 2 0 6 3 8

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 60 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 60 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.

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 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 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 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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Under the will kept the improvements now existing or hereafter erected on the mortgaged property, insured as may be required by the mortgagee to insure the mortgagor 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 to provide for pay-  
ment of which has not been made hereinafter. All insurance shall be carried in companies approved by the mortgagee and the  
same shall be carried in companies approved by the mortgagee and the  
mortgagor shall be held by the mortgagee and the  
mortgagee shall have attached thereto loss payable clauses in favor of and in form  
acceptable to the mortgagee. In event of loss mortgagor will give  
immediate notice by mail to the mortgagee, who may make proof

And as Additional Security for the payment of the indebtedness  
afforementioned the Mortgagor does hereby cause 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 outstanding unpaid under said note.  
Under subsection (d) of the preceding paragraph as a credit against  
acquired, the balance then remaining in the funds accumulated  
ment of such proceeds or at the time the property is otherwise  
dealt with Moragne shall apply, at the time of the commence-  
ment of this mortgagee acquires the premises covered  
hereby, or if the mortgagee sells or otherwise disposes  
of this mortgage resulting in a public sale of the provisions  
paragraph if there shall be a default under any of the provisions  
cumulated under the provisions of subsection (a) of the preceding  
counted, the Moragne may balance remaining in the funds ac-  
cumulated the amount of such indebtedness, thereby, the Moragne shall  
be entitled to the note secured hereby, full payment  
of the entire indebtedness represented thereby, the Moragne shall  
have to the note, which may be paid in full to the noteholder  
in accordance with the provisions of the note secured hereby, full

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next payment, constitute an event of default under this mortgage agreement prior to the date of the final payment.

(iii) interest on the note secured hereby;  
(iv) amortization of the principal of the said note; and  
(v) late charges.

(a) All payments mentioned in the preceding subsection of this paragraph and all payments made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set forth:

(i) Broad rents, if any, taxes, special assessments, fire, and other hazard insurance premiums.

mentis will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(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 interest and other charges due on the mortgage held by the mortgagor prior to the date when such ground rents, premiums, taxes and assessments are due.

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

And the said Mortgagee further covenants and agrees as follows:  
That privilege is reserved to pay the debt, in whole or in part on  
any installment due date.

promises described herein or any part thereof or the improvement situated elsewhere, so long as the Mortgagor shall, in good faith, confess the same or the validity thereof by appropriate legal process.

ceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

It is expressly provided, however, that 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 lien upon or against the

assessments, and insurance premiums, which may make such repairs to the property before mortgagor paid as in its discretion may be necessary for the proper preservation of the property, and any monies so paid or expended shall become so much additional indebtedness, secured by this mortgagee, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the mortgagor.

that for taxes or assessments on solid premises, or to keep said premises in good repair, the Master-class, in any such cases.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior debt of the Mortgagor to make such

Mortgagee.

land is situated, upon the Mortgagee or an account of the ownership  
thereof; (2) a surety sufficient to keep all buildings which may at any  
time be on said premises, during the continuance of said in.

hereinafter provided, until said note is fully paid, (( )) a sum 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 Ill.  
Illinois, or of the County, Town, Village or City in which the State of Ill.

instruments, not to suffer any loss of mechanics men or material means to attach to said premises to pay to the Masterpiece, as

The donee, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of the

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

and Said Mortgagor covenants and agrees:

which all things and benefits under and by virtue of the Homestead  
Exemption Laws of the State of Illinois, which said rights and  
benefits to said Mortgagee does hereby expressly release and waive.

and associations and fixtures, until the said Mortgagor, his successors  
and assigns, forever, for the purposes and uses herein set forth, i