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MORTGAGE RIDER

THIS RIDER, DATED THIS 21 DAY OF July 1988, AMENDS THE MORTGAGE
OF EVEN DATE BY AND BETWEEN Muto's, THE Buyers
AND O'Donnell, THE Seller, AS FOLLOWS:

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,
DESENT 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 PRIOR TRANSFER OF THE PROPERTY SUBJECT TO THIS MORTGAGE, TO
A PURCHASER WHO'S CREDIT HAS BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE
COMMISSIONER.

IN WITNESS HEREOF, the undersigned HAS SET HIS HAND AND SEAL DATE AND YEAR
FIRST OF FORESAID.

BUYER Angie Muto

BUYER Candy S. Muto

DATE 7-20-1988

SIGNED SEALED AND DELIVERED:

John J. Burns
NOTARY PUBLIC

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Property of Cook County Clerk's Office

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State of Illinois

Mortgage

FHA Case No.

131: 5396822-703

This Indenture, made this ~~16th~~ day of July, 1988, between
Angelo Muto and Cindy Muto, his wife,
Mid City Mortgage Corp.,
~~of Chicago, Illinois~~, Mortgagor, and

a corporation organized and existing under the laws of The State of Delaware, 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

***Fifty Two Thousand One Hundred and no/100--- Dollars (\$ 52,900.00)
payable with interest at the rate of Ten and One Half***
per centum (10.5--- %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor as 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

***Four hundred Eighty Three and 90/100--- Dollars (\$ 483.90---)
on the first day of September 1st, 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 August, 2011.

Now, Therefore, the said Mortgagor, better knowing 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 Mortgagor, its successors or assigns, the following described Real Estate situated in the city of Chicago, and being in the county of Cook
and the State of Illinois, to wit:

Lot 12, the East half of Lot 13, in block 4 in John F. Eberhart's Subdivision of the Northeast 1/4 of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 19-23-219-011

Commonly known as: 3220 65th St., Chicago, IL 60620

THIS INSTRUMENT PREPARED
PLEASE MAIL TO:

DONNA DAVIS
MID CITY MORTGAGE CORP.
1833 W. 103RD ST.
CHICAGO, IL. 60643

X see attached mortgage

Together with all and singular the tenements and appurtenances thereto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind, including those used in the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, or built 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.

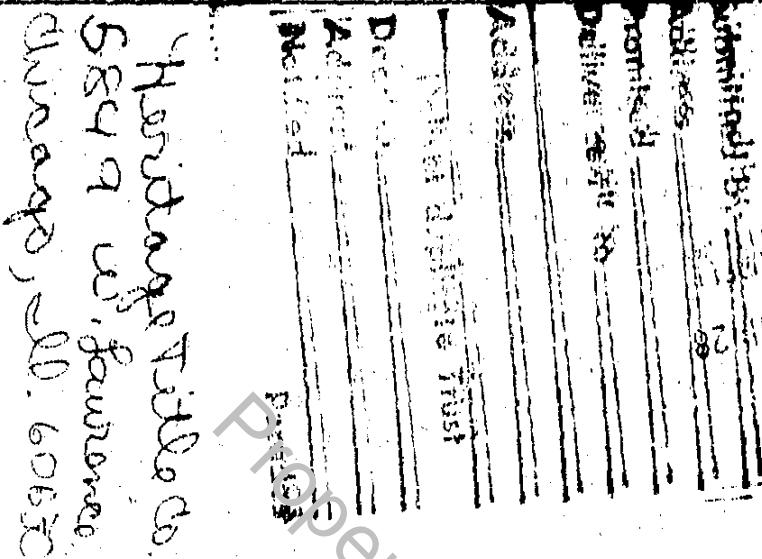
Previous edition may be used
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HUD-92116-M.1 (8-86 Edition)

24 CFR 203.17(a)

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MNU-821-5864

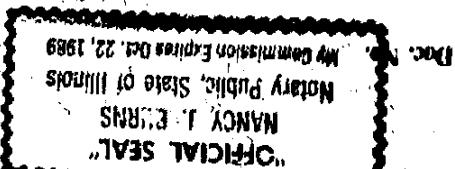


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Property of Cook County Clerk



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

Courtly, Illinois, on the

day of

A.D. 19

, Filed for Record in the Recorder's Office of

DOC. NO. , My Declaration Exports D-22, 1986

"OFFICIAL SEAL"
NANCY J. BURNS
NOTARY PUBLIC, STATE OF ILLINOIS

Given under my hand and Notarial Seal this

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

I, and acknowledge that I have read, understood, and delivered the said instrument as person whose name is, this wife, personally known to me to be the same

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

a Notary public, in and for the County and State

County of Cook
State of Illinois

Angelo Muto
Signature

Cheryl L. Muto, his wife
Signature

Cheryl L. Muto
Signature

Witness the hand and seal of the Notary, the day and year first written,

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of loss if not made promptly by Mortgagor, company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee. Mortgagor and the Mortgagee jointly, and to any part thereof, may be applied by the either to the reduction of the indebtedness or restoration or repair of the property damaged by closure of this mortgage or other transfer of property in extinguishment of the indebtedness right, title and interest of the Mortgagor in policies then in force shall pass to the purchaser.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired by damages, proceeds, and the consideration for the extent of the full amount of indebtedness and the Note secured hereby remaining unpaid by the Mortgagor to the Mortgagee and shall be hereby assigned to the mortgagor, all to be paid forthwith to the indebtedness

mortgage and note under the terms of the original agreement dated 10 days from the date hereof (written statement of an agent of the Secretary of Housing and Urban Development subsequent to the time from the date of this mortgage, declining and this mortgage being deemed conclusive proof), the Mortgagee or the holder of the note may 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 premium to the Department of Housing and Urban Development.

In the Event of default in making any payment provided for herein and in the note secured hereby thirty (30) days after the due date thereof, or any other covenant or agreement herein stipulating that the whole 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 declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill of sale, the court in which such bill is filed may at any time before or after sale, and without notice to the any party claiming under said Mortgagor, and the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, and applications for appointment of a receiver, or the Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be occupied by the owner of the equity of redemption, as a instead, enter the premises, or with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of 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.

Wherever 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 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
acquaintance to the Mortgagor, in event of loss Mortgagor will give
have retained his or her losses payable clauses in favor of and in form
polices and renewals thereof shall be held by the Mortgagor and
be carried in connection therewith by the Mortgagor and the
month of which has not been made hereinafter. All insurance shall
(2) when due, any premiums on such insurance premium for pay
periods as may be required by the Mortgagor and will pay premium
hazards, casualties and contingencies now existing or likely
from time to time by the Mortgagor insurance loss by fire and other
caused on the improvements now existing or likely
that the Will keep the improvements now existing or likely
to be required.

become due for the use of the premises heretofore described,
the costs, taxes, and profits now due or which may hereafter
arose and the Mortgagor does hereby issue, to the Mortgagor all
and as Additional Security for the payment of the indebtedness

the amount of principal then remaining due, and under said note
under subscription (a) of the preceding paragraph as a credit against
such balance then owing in the sum account
accrued, the balance of the property is otherwise
ment of such proceedings on a date the commence-
debt, the mortgagee shall apply, at the time of the commence-
hereby, or if the Mortgagor receives the property otherwise after
of this mortgagee retaining in a public sale of the premises covered
paragraph, it being that the provisions of subsection (a) of the preceding
contained, and, the mortgagee may deduct under any of the preceding
concern of the Mortgagor, any balance remaining in the funds so
in company, the amount of such indebtedness, credit to the be
of the above indebtedness represented thereby, the mortgagee shall
due with the provisions of the note secured hereby, but payment
any time the Mortgagor shall tender to the Mortgagor, in ac-
cording to the Mortgagor shall be entitled to the Mortgagor
not pay to the Mortgagor any amount necessary to make up the
difference, or to before the date when payment of such pro-
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 entitled to pay ground rents,
payments made by the Mortgagor under subsection (a) of the
agreement, or otherwise, the Mortgagor, the monthly
shall be credited on subsequent payments to be made by the Mort-
such excess, if the sum to occur, in the opinion of the Mortgagor
of the payments actually made by the Mortgagor for ground rents,
subsection (a) of the preceding paragraph shall exceed the amount
Any deficiency in the amount of any such aggregate monthly pay-

ment shall, unless made good by the Mortgagor prior to the due
date of the next such payment, constitute an event of default
not to exceed forty cents (\$40) for each dollar (\$1) for each payment
under this mortgage, the Mortgagee may collect a "late charge"
involved in handling delinquency payments.
more than fifteen (15) days to accrue, to cover the extra expense
not to exceed forty cents (\$40) for each dollar (\$1) for each payment
under this mortgage, the Mortgagee may collect a "late charge".
If the total of the payments made by the Mortgagor under

(w) late charges;
(x) amortization of the principal of the said note; and
(y) interest on the note secured hereby.
(z) fraud rents, if any, taxes, special assessments, fire, and other
hazard insurance premiums.
he applied by the Mortgagor to the following items in the order set
shall be paid by the Mortgagor and the aggregate amount to be
hereby shall be added together and the aggregate amount thereof
paragraph and the payments to be made under the note secures
(aa) All payments this mortgage in the preceding subsection of this

page 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 thereon
and other hazards insurance covered the mortgaged property, plus
premiums that will next become due and payable on policies of the
each month until the said note is fully paid, the following sums
of each month until the said note is fully paid, the first day
hereby, the Mortgagor will pay to the Mortgagor, on the note second
principal and interest payable under the terms of the note second
Then, together with addition to, the monthly payments of
whole or in part on any installment due date.

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 herein provided, privilege is reserved to pay the debt in
whole or in part on any installment due date.

And the said Mortgagor further conveys and agrees as follows:

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 herein provided, privilege is reserved to pay the debt in
whole or in part on any installment due date.

That the said Mortgagor further conveys and agrees as follows:

That the said Mortgagor shall pay to the Mortgagor, in good faith, con-
stituted therein, to bring in a count of the property, which shall
cealings brought in the vicinity thereof by appropriate legal pro-
cess, and the same, or the same, or the note, or the note, or the
permits described herein or any part thereof to satisfy the
or remove any tax, assessment, or any upon or upon the
shall not be required nor shall it leave the right to pay, discharge
mortgage to the contrary notwithstanding, that the Mortgagor
is expressly provided, however all other provisions of this

Mortgage.

The said Mortgagee, caused by this mortgage, to be paid out of proceeds of
delinquencies, or to the holder of the title to the property, or to the
monies so paid or expended shall become so much additional in
hand, or necessary for the proper preservation thereof, and any
such repairs to the property, even though it may take
assessments, and insurance premiums, when due, and cause
premises in good repair, the Mortgagee may do so by taxes
paid for taxes and assessments on said premises, or to keep said
premises, to satisfy any prior lien or other encumbrance such
In case of the refusal of neglect of a Mortgagor to make such
Mortgage.

of insurance, and in such amounts, as may be required by the
deliberately, issued for the benefit of the Mortgagor in such forms
time be on said premises, or using the convenience of said in
degree of (2) a sum sufficient to keep all buildings that may at any
land is situated, upon the Mortgagor an account of the ownership
lands, or of the country, town, village, or city in which the said
or assessment that may be levied by authority of the State of (1)
claim to pay all taxes and assessments on said premises, or any tax
hereinafter provided, until said note is fully paid, (1) a sum suffi-

cient to satisfy any security intended to be elicited by virtue of this
instrument, or of the security intended to be elicited by virtue of this
instrument, or of the security intended to be elicited by virtue of this
the date, upon said premises, anything that may happen to the value
To keep said premises in good repair, and not to do, or permit to

And Said Mortgagor conveys and agrees
to said Mortgagor does hereby expressly release and waive
liabilities to said Mortgagor does hereby expressly release and waive
exemptions laws of the State of Illinois, which said rights and
rights and benefits under and by virtue of the Constitution
and assigments, forever, for the purposes and uses herein set forth, free
and uncontested, and to hold the above-described premises, with the
appurtenances and fixtures, unto the said Mortgagor, its successors
and assigns, forever, until the said Mortgagor dies, or until the value
of the above-described premises, with the appurtenances and fixtures