

State of Illinois

Mortgage

FHA Case No. 131:5556072

This Indenture, made this 28TH day of OCTOBER, 19 88 between

ROBERTO R. MENACHO, DIVORCED AND NOT SINCE REMARRIED AND  
BLANCA L. MENDOZA, DIVORCED AND NOT SINCE REMARRIED  
BANPLUS MORTGAGE CORP.

Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF TEXAS

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

NINETY NINE THOUSAND ONE HUNDRED AND 00/100----- Dollars (\$99,100.00)

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 Mortgagee at its office in

SAN ANTONIO, TEXAS 78216

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

NINE HUNDRED SIX AND 51/100----- Dollars (\$906.51)

on the first day of DECEMBER 1, 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 NOVEMBER 1, 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 43 IN THE RESUBDIVISION OF BLOCK 22 IN THE VILLAGE OF JEFFERSON, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 13-09-412-003

5112 W. ARGYLE STREET  
CHICAGO, ILLINOIS 60630

note endorsed 11/18/88

Cook County Clerk's Office

3750017

Together with all and singular the tenements, hereditaments and appurtenances therunto 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 Mortgagee 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.



# UNOFFICIAL COPY

03750017

LOAN # 10448361  
131:5556072  
OCTOBER 20, 1988

8810815

... AND INCORPORATED INTO THE DEED OF  
... THE 29TH DAY OF OCTOBER  
88 ... BY ROBERTO R. MENACHO **ORDERED AND NOT REGISTERED**  
BLANCA L. MENDOZA **ORDERED AND NOT REGISTERED**  
... THE FOLLOWING:

The borrower shall, with the prior approval of the Federal  
Reserve Bank, or his designee, declare all new  
mortgages to be immediately due and payable  
if any part of the property is sold or otherwise  
conveyed to any other party by deed, lease or operation of  
law, to the mortgagee pursuant to a contract of sale  
entered into later than 18 months after the date on which  
the mortgage is entered, or insurance, to a purchaser whose  
qualification has been approved in accordance with the  
requirements of the Commission.

*[Signature]*  
ROBERTO R. MENACHO

10-28-88  
Date

*[Signature]*  
BLANCA L. MENDOZA

10-28-88  
Date

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Property of Cook County Clerk's Office

Whenever the said Mortgage 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 Mortgage, in its discretion, may keep the 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 Mortgage, lease the said premises to the Mortgagee or others upon such terms and conditions, either written 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 heretofore described, and expend the same as are reasonably necessary to carry out the provisions of this paragraph.

**An in Case of Foreclosure of this mortgage by said Mort-**  
 gagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees and photographers 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 thereby 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 on 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 proceedings, 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 purchase and amortized 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 Mortgagee.

**If the Mortgagee should pay said note at the time and in the manner provided and there shall be no county writ, and any county writ all the costs and charges herein, then this section shall be void and without effect, and the Mortgagee shall be released after fifteen days after written demand for the Mortgage, execute a release or satisfaction of this mortgage, and Mortgagee, hereby makes the benefit of all moneys or fees which require the earlier payment or delivery of such note or satisfaction by Mortgagee.**

**It is Expressly Agreed that no possession of the note for pay-**  
 ment of the debt hereby secured given to the Mortgagee to any amount in excess of the Mortgage shall operate to release, in any manner, the original liability of the Mortgagee.

**The Foreman (Party Foreman) shall hold, and the benefits**  
 and advantages, both in and to the respective heirs, executors, administrators, successors, and assigns of the parties hereto, however used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

of the insurance and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee jointly, and the mortgage proceeds, Mortgagee and the reduction of the mortgage as to the restoration is (as to the property) damaged, in event of loss, of the mortgage in other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policy shall pass to the purchaser or grantee.

**That if the premises, or any part thereof, be completed under**  
 a plan of common domain, to acquire 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 moneys secured hereby remaining unpaid are hereby assigned by the Mortgagee and shall be paid forthwith to the Mortgagee, whether due or not.

**The Mortgagee further Agrees that should this mortgage and**  
 the note secured hereby were made subject to insurance under the National Housing Act, within

**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

**date from the date of this mortgage, declining to make and note**  
 and the mortgage being deemed constructive proof of such negligence, the Mortgagee in 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 if it 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 pro-**  
 vided for herein and in the case 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 recourse, 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 said notice to the said Mortgagee, or in any party claiming under said Mortgage, and without regard to the priority 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 encumbered by the owner of the equity of redemption, as a homestead entered in order placing the Mortgagee in possession of the premises, or

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

*Roberto R. Menacho*

ROBERTO R. MENACHO

(Seal)

(Seal)

*Blanca L. Mendoza*

BLANCA L. MENDOZA

(Seal)

(Seal)

State of Illinois

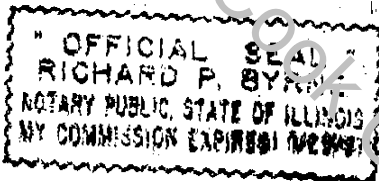
County of *Cook*

I, **RICHARD P. BYRNE**, a notary public, in and for the county and State aforesaid, do hereby certify that **ROBERTO R. MENACHO, DIVORCED & NOT SINCE REMARRIED** and **BLANCA L. MENDOZA, DIVORCED & NOT SINCE REMARRIED** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this

*28th* day **OCTOBER**

A.D. **1988**



*Richard P. Byrne*  
Notary Public

Doc. No.

of the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at o'clock

in, and duly recorded in Book

of

Page

PREPARED BY: MARY FLANNERY  
AFTER RECORDING RETURN TO:  
BANPLUS MORTGAGE CORP.  
2 E. 22ND STREET  
LOMBARD, IL 60148

*3-119336*

0750017

OCT 30 1988  
HARRY GIBSON  
REGISTRAR

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
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0750017

RECORDS SECTION OF ILLINOIS  
FOR STATE ARCHIVES  
1000 NORTH WASHINGTON  
SPRINGFIELD, ILLINOIS 62762

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