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FHA ASSUMPTION POLICY RIDER

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 25TH day of JANUARY, 1989, 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 ALLIED REALTY FINANCIAL CORP.

(the "Mortgagee") and covering the property described in the instrument and located at:

5629 WEST ALBERT DRIVE, OAK FOREST, ILLINOIS 60452

(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 [X] 12 [] 24 months after the date on which the mortgage is executed, 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.

[Signature] (Seal)
TIMOTHY J. HERMAN Mortgagor

[Signature] (Seal)
DONNA A.J. HERMAN Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

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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UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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025834914

State of Illinois

Mortgage

FHA Case No. 131,5628020-703B

This Indenture, made this 25TH day of JANUARY, 19 89, between TIMOTHY J. HERMAN AND DONNA J. HERMAN, HUSBAND AND WIFE

Mortgagor, and

ALLIED REALTY FINANCIAL CORP.

a corporation organized and existing under the laws of THE STATE OF ILLINOIS, 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 EIGHTY FIVE THOUSAND SIX HUNDRED FIFTY

AND NO/100 Dollars (\$ 85,650.00)

payable with interest at the rate of TEN

per centum (10.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

9957 SOUTH ROBERTS ROAD, PALOS HILLS, ILLINOIS 60465, or

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

SEVEN HUNDRED FIFTY ONE AND 64/100 Dollars (\$ 751.64)

on the first day of MARCH, 19 89, 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 FEBRUARY, 20 19.

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 Warranty 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 FIVE (5) IN WARREN J. PETERS ET. MORRO SUBDIVISION, BEING A SUBDIVISION OF THE EAST 600 FEET OF THE SOUTH 180 FEET OF THE NORTH 60 ACRES OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 11, 1963, AS DOCUMENT 2080826, IN COOK COUNTY, ILLINOIS.

28-17-406-005-0000

COMMONLY KNOWN AS: 5629 WEST ALBERT DRIVE OAK FOREST, ILLINOIS 60452

Together with all and singular the tenements, hereditaments and appurtenances thereto 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.

NOTE IDENTIFIED BY E05321

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CAROL ANN VALELA
REGISTRAR OF DEEDS

P.O. BOX 5348, 2000 YORK ROAD
OAK BROOK, ILLINOIS 60522-5348
89 JAN 25 PM 2:50

UNITED SAVINGS OF AMERICA

RECORD AND RETURN TO:

THOMAS SHATUCK
PALOS HILLS, IL 60465

PREPARED BY:

Property of Cook County Clerk

A.D. 19

County, Illinois, on the

Filed for Record in the Recorder's Office of

Doc. No.
OFFICIAL SEAL
CAROLE A. VALELA
Notary Public, State of Illinois
My Commission Expires 7/20/91

Gives under my hand and Notarial Seal this

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead, signed, sealed, and delivered the said instrument as THEIR subscribed to the foregoing instrument, appeared before me this day in his wife, personally known to me to be the same, a notary public, in and for the county and State

State of Illinois
County of Cook
Timothy J. Herman
Donna M. Herman

Donna M. Herman/HIS WIFE

(Seal)

(Seal)

(Seal)

(Seal)

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, 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 a ty 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 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 (same 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 were 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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To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgage, 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 Mortgage does hereby expressly release and waive.

And said Mortgage covenants and agrees:

(a) 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 Mortgage, as hereinafter provided, until said note is fully paid, (1) 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 Illinois, or of the county, town, village, or city in which the said land is situated, upon the Mortgage on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgage in such forms of insurance, and in such amounts, as may be required by the Mortgage.

In case of the refusal or neglect of the Mortgage to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgage may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgage.

It is expressly provided, however, all other provisions of this mortgage to the contrary notwithstanding, that the Mortgage 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 premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgage shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings 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.

And the said Mortgage further covenants 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 therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

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

(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 (all as estimated by the Mortgage) less all sums already paid therefor divided by the number of months to elapse before one-month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgage in trust to pay said ground rents, premiums, taxes and assessments.

(b) The total of the payments made by the Mortgage under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgage for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgage, shall be credited on subsequent payments to be made by the Mortgage, or refunded to the Mortgage. (c) However, the monthly payments made by the Mortgage under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgage shall pay to the Mortgage any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgage shall tender to the Mortgage, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgage shall, in computing the amount of such indebtedness, credit to the account of the Mortgage any balance remaining in the funds accumulated under subsection (a) of the preceding paragraph, and the provisions of this paragraph, if there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgage acquires the property otherwise after maturity of such proceedings or at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgage does hereby assign to the Mortgage all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgage against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgage and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made herebefore. All insurance shall be carried in companies approved by the Mortgage and the policies and renewals thereof shall be held by the Mortgage and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgage. In event of loss Mortgage will give immediate notice by mail to the Mortgage, who may make proof

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

(i) Hazard insurance premiums;

(ii) Interest on the note secured hereby;

(iii) Amortization of the principal of the said note; and

(iv) Late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgage prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgage may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgage under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgage for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgage, shall be credited on subsequent payments to be made by the Mortgage, or refunded to the Mortgage. (c) However, the monthly payments made by the Mortgage under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgage shall pay to the Mortgage any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgage shall tender to the Mortgage, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgage shall, in computing the amount of such indebtedness, credit to the account of the Mortgage any balance remaining in the funds accumulated under subsection (a) of the preceding paragraph, and the provisions of this paragraph, if there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgage acquires the property otherwise after maturity of such proceedings or at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgage does hereby assign to the Mortgage all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgage against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgage and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made herebefore. All insurance shall be carried in companies approved by the Mortgage and the policies and renewals thereof shall be held by the Mortgage and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgage. In event of loss Mortgage will give immediate notice by mail to the Mortgage, who may make proof

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