

3778230

1117 203/244

This indenture, Made this 8th day of March, 1999, between

Frank M. Norton and Janet K. Norton, his wife, Mortgagee and Crown Mortgage Co., Mortgagee

of corporation organized and existing under the laws of the State of Illinois Mortgagee.

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Fifty Nine Thousand Five Hundred and No/100ths

(\$ 59,500.00--), Dollars payable with interest at the rate of Eleven--per centum (11.00--%) per annum on the unpaid balance well paid, and made payable to the order of the Mortgagee at its office in Oak Lawn, Illinois 60453 or at such other place as the holder may designate in writing, and deferred; the said principal and interest being payable in monthly installments of Five Hundred Sixty Six and 83/100ths Dollars (\$ 566.63) on the first day of April, 1999, and a like sum of 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 April, 2019.

Not identified

Now, therefore, the said Mortgagee, 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 situated, lying, and being in the county of Cook and the State of Illinois, to wit:

Lot Twenty (20), in Swan-Croft and Lyon's Addition to Oak Lawn Garden, being a subdivision of the East Half (1/2) of the East 1/2 of the East Half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 4, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 24-04-424-008

9236 N. 50th Avenue, Oak Lawn, Illinois 60453

3778230

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise belonging, as the roots, trees, 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 existing on said land, and every of the assets, rights, title, and interest of the said Mortgagee in and to said premises.

To have and to hold the above-described premises, with the appurtenances 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 Law of the State of Illinois, which said rights and benefits the said Mortgagee does hereby expressly release and waive.

of this instrument; nor to suffer any lien of mechanics work or material men to attach to said premises; to pay to the Mortgagee, 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 Mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings (that are) at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

And said Mortgagee covenants and agrees:

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

This form is used in connection with mortgages insured under the one-to-four-family programs of the National Housing Act which provide for periodic mortgage insurance premium payments.

UNOFFICIAL COPY

In case of the refusal or neglect of the Mortgagor to make such payments... (i) Premium charges... (ii) Ground rents... (iii) Interest on the note secured hereby...

That he will keep the improvements now existing or hereafter erected on the mortgaged property... (i) Premium charges... (ii) Ground rents... (iii) Interest on the note secured hereby...

37782330

UNOFFICIAL COPY

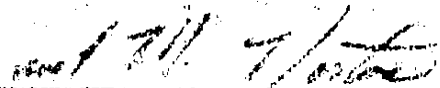
0 3 7 7 6 2 3 0

Attached to and made a part of the FHA Mortgage dated
March 8, 19 89, between Crown Mortgage Co.,
mortgagee and Frank M. Norton and Janet M. Norton, his wife
as mortgagor

The mortgagor 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. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")



Frank M. Norton



Janet M. Norton, his wife

3778230

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

All insurance shall be carried in companies approved by the Mortgagee and the policies and proceeds thereof shall be held by the Mortgagee and have assigned thereto non-assignable clause in favor of and to form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagee, 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's liability 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 rights, 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 provision of eminent domain or acquired for a public use, the Mortgagee, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby including unpaid, are hereby assigned by the Mortgagee to the purchaser 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 Mortgagee further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within ninety days (ninety 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 ninety 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.

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 Mortgagee, 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 application 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 first be occupied by the owner of the equity of redemption, as a bona fide, make 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, issue, 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 costs, issue, and profits when collected may be applied toward the payment of the indebtedness,

costs, issue, and profits and other sums 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 taxes or back taxes and assessments as may be due on the said premises; pay fire and maintain such insurance in such amounts as shall have been required by the Mortgagee; leave the said premises to the Mortgagee or others upon such terms and conditions, either written or verbal, as may be approved by the Mortgagee; collect and receive the rents, issue, and profits for the use of the premises heretofore described, and employ other parties and expend moneys 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 creditor's fees, and mortgagee's fees of the court, and 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 attorney or attorneys of the Mortgagee, as made parties, for services in such suit or suits, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall increase 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', auctioneers', and mortgagee's fees, outlays for documentary evidence and cost of abstract and examination of title; (2) all the amounts 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; (4) all the said principal sum remaining unpaid. The arrears of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagee 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 contract shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee 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 in any manner in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, and 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.

3770220

3778230

REC'D MAR 10 1912
COUNTY CLERK

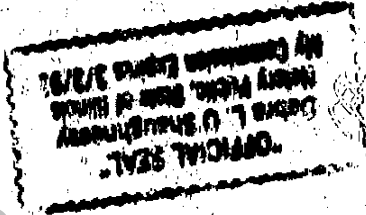
3778230

102669

3778230
3

THIS DOC. PREPARED BY: Annette M. Ledbetter
COOK MESSAGE CO.
613 WEST 9TH STREET
OAK LAWN, ILLINOIS 60453

Filed for Record in the Recorder's Office of Cook County, Illinois, on the _____ day of _____ A.D. 19____
_____ pages of _____ and duly recorded in Book _____ of _____



David L. O'Sullivan
A.D. 1912
day March

Witness my hand and official seal at _____
_____ day of _____ A.D. 1912
I, the undersigned, County Clerk of Cook County, Illinois, do hereby certify that _____ and _____ appeared before me this day in person and acknowledged the foregoing instrument, appeared before me this day in person and acknowledged the same and voluntarily set for the same and purposes thereof an order, including the release and waiver of the right of homestead.

_____ County of Cook
_____ State of Illinois
_____ (SEAL)
Frank M. Norton
_____ (SEAL)
Annet M. Norton, his wife
_____ (SEAL)

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