

FRID

LOAN NUMBER: 43770

BORROWER: PEREZ

PROGRAM: H14

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FHA—ASSUMPTION RIDER

FHA Case No.
0313670538 703

This Rider is made this 22ND day of JUNE 1989 and is incorporated into and shall be deemed to amend the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") of the same date given by the undersigned (the "Borrower") to the Lender covering the property described in the Security Instrument and located at:

1630 N. KEDVALE AVE. , CHICAGO , IL 60639

(Property Address)

The Mortgagee/Lender shall, with the prior approval of the Federal Housing Commissioner or his designee, declare all sums secured by this "Security Instrument" 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 Mortgagee/Borrower pursuant to a contract of sale executed not later than 12 months after the date on which the Security Instrument is executed to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Jaime Perez
JAIME PEREZ

—Borrower

Sandra Perez
SANDRA PEREZ

—Borrower

—Borrower

—Borrower

3801912

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2001012

MIL 1

LOAN NUMBER: 48015

UNOFFICIAL COPY

BORROWER: PEREZ

STREET

State of Illinois

Mortgage

1989 PEREZ AND

This instrument made this 22ND day of JUNE 1989, between SANDRA PEREZ, HUSBAND AND WIFE

1989, between SANDRA PEREZ AND

Mortgagee, and

CITY FEDERAL SAVINGS BANK

a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA 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 SEVENTY SIX THOUSAND TWO HUNDRED NINETY THREE AND 00/100 Dollars (\$ 76,293.00) 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 Mortgagee at its office in 300 DAVIDSON AVENUE, ROSELLETT, NEW JERSEY 070675, 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 SIX HUNDRED NINETY SEVEN AND 89/100 Dollars (\$ 697.89) on the first day of AUGUST, 1989, 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, 2019

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 Witness 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 THIRTY FOUR (34), IN BLOCK TWENTY EIGHT (28) IN GARFIELD, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER (1/4) OF SECTION 34 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 13 34 427 026
COMMONLY KNOWN AS: 1530 N. KEDVALE AVE.
CHICAGO, IL 60639

PREPARED BY: ELAINE BENE

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise 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 rights, 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 (f)) in accordance with the regulations for these programs.

Previous edition may be used until supplies are exhausted

1989 PEREZ AND

NOTE: IDENTIFIED

1989 PEREZ AND

UNOFFICIAL COPY

RECORD AND RETURN TO:
CITY FEDERAL SAVINGS BANK
C/O CITIFED MORTGAGE COMPANY
100 NORTHWEST POINT, ELK GROVE VILLAGE, IL 60007

Dec. No. _____
Filed for Record in the Recorder's Office of _____
County, Illinois, on the _____ day of _____ A.D. 19____
m., and duly recorded in Book _____ of Page _____
clock

[Signature]
Notary Public
Commission Expires 4/1/90

Given under my hand and Notarial Seal this _____ day of _____ A.D. 19____
including the release and waiver of the right of homestead,
appeared before me this day in person and acknowledged that
his wife, personally known to me to be the same person whose names
and SANDRA PEREZ
public, in and for the county and State aforesaid, Do Hereby Certify, That
JAMES H. HANDEL
a notary

3501412

State of Illinois
County of Cook

IN DUPLICATE
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)

384942
34614
34614

380:042
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES
380 JUN 26 PM 2 1993

Submitted by _____
Address _____
Probable # _____
Deliver until to _____
Applicant _____
Dec. _____
Addr. _____
Notific. _____
dated _____

TITLE
ATTORNEY AT LAW, INC.
GUARANTY FUND, 5TH FLOOR
205 LA SALLE ST. CHICAGO, IL 60603

UNOFFICIAL COPY

0 3 0 0 7 9 14 2

thereof shall be held by the Mortgagee and 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 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 90 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 90 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 fee 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, issue 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 on 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 mortgagee 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 hereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, as 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, pursuing, said, and conveyance, including attorney, solicitor, 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 entered 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 surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the Mortgagor shall pay said note as 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 sixty (60) 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 receiver 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, whether used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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That He Will Keep the improvement now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies; such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made heretofore. All insurance shall be carried in compliance approved by the Mortgagee and the policies and renewals (date which such ground rent, premium, taxes and assessments will be the number of months to elapse before one month prior to the estimated by the Mortgagee) less all sums already paid therefor divided taxes and assessments next due on the mortgaged property (all as and other hazard insurance covering the mortgaged property, plus premiums that will next become due and payable on policies of fire (b) A sum equal to the ground rent, if any, next due, plus the next month until the said note is fully paid, the following sums:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note required hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month, the following sums:

And the said Mortgagee 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 herein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

It is expressly provided, however, that the Mortgagee shall not be required to pay, discharge or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee 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.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or any tax or assessment, and in good repair, the Mortgagee 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 money 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 Mortgagee.

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 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 may 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 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 Laws of the State of Illinois, which said rights and benefits to said Mortgagee does hereby expressly release and waive.

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

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

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

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

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