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LOAN# 04761
CASE# 201: 574 6501 703B

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/85

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, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed no later than 12 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. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

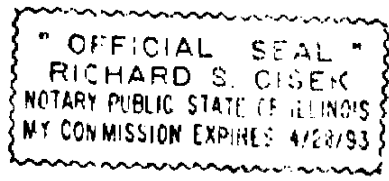
Borrower	<u>MELJAIM SAKIRI</u>	<u>June 30, 1989</u>	Date
Borrower	<u>NERMIN SAKIRI</u>	<u>June 30, 1989</u>	Date
Borrower	<u>MELJAIM SAKIRI</u>	<u>June 30, 1989</u>	Date
Borrower	<u>NERMIN SAKIRI</u>	<u>June 30, 1989</u>	Date

3866997

State of Illinois
County of Cook SS

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MELJAIM SAKIRI and NERMIN SAKIRI, His Wife personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he T signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of June, 1989.



Richard S. Cisek
Richard S. Cisek Notary Public

Commission Expires

This instrument was prepared by Midwest Funding Corporation
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

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Property of Cook County Clerk's Office

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Loan # 00761

FHA Case No. 131: 574 6501 703B

State of Illinois

Mortgage

This Indenture, made this 30th day of June, 1989, between MELJAIM SAKIRI and NEEMIN SAKIRI, His Wife

Midwest Funding Corporation

Mortgagor, and

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 Forty-one thousand five hundred and 00/100 Dollars (\$ 41,500.00)

payable with interest at the rate of Eleven per centum (11.0000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 1020 31st Street, Suite 401, Downers Grove, Illinois 60515 at such other place as the Mortgagee may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Three hundred ninety-five and 22/100 Dollars (\$ 395.22)

on the first day of August 01, 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 July 30, 19

NOTE IDENTICAL

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, siting, and being in the county of COOK and the State of Illinois, to wit:

LOT TWENTY SIX (26) IN STATE ROAD SUBDIVISION NO. 1, BEING A SUBDIVISION OF THE NORTH 35 FEET OF LOT 55, AND ALL OF LOTS 51, 52, 53, 54, 55, 60, 61, 62, 63, 68, 69, AND 70, ALL IN MEYER RIVER HIGHLANDS SUBDIVISION OF THE NORTH HALF (1/2) OF THE NORTH HALF (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO ALL OF LOTS 96, 101, 102, 104, AND 105, ALL IN BETHER'S 2ND ADDITION TO RIVER HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Item # 18-01-302-012-0000 Also known as 4513 AMELIA AVENUE, LYONS, ILLINOIS 60534

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREAFTER IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL MERGE AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

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

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REGISTRAR OF TITLES
1026 1ST STREET, S.W.
INDIANAPOLIS, INDIANA 46204

3 PM 1:45

Delivered to
Address
Name

Duplicate Trust

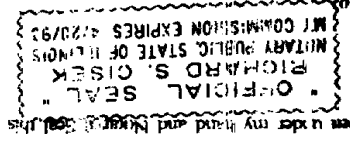
ATTORNEYS FEE
GUARANTY FEE
20 S. LASALLE ST.
CHICAGO, ILL. 60604

5725
10

Page of
day of
County, Illinois, on the

file for Record in the Recorder's Office of

Richard S. Cisek
Notary Public
A.D. 19 89



3806997

Richard S. Cisek, a Notary Public, in and for the County and State of Illinois, do hereby certify that **NERMIN SAKIRI and NERMIN SAKIRI, His WIFE** personally known to me to be the same person whose name is above 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.

NERMIN SAKIRI
NERMIN SAKIRI
[Seal] [Seal]

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

[Seal] [Seal]

[Seal] [Seal]

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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 agrees, 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 expropriated for a public use, the damages, proceeds, and the compensation for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereon, now unpaid, are hereby assigned by the Mortgagor to the Mortgagee, and shall be paid forthwith to the Mortgagee to be applied 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 **SIXTY** days from the date hereof, written notice of any officer of the Department of Housing and Urban Development, or an authorized agent of the Secretary of Housing and Urban Development dated subsequent to the **sixty** days' time from the date of this mortgage, declining to insure said note on 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 to be immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the delinquency for insurance under 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 hereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remains 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 Mortgage, 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, cost of any 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 free of any lien or court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, at its discretion may sell the said premises in good repair and subject to all 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 with or without any period of redemption, as are approved by the court, collect and receive the rents, issues, and profits for the use of the premises hereinafore described, and employ other persons, and expend all such moneys 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 stenographer's fees of the complainant in such proceedings, 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 solicitors of the Mortgagee, so made payable for services in such suit or proceeding, shall be a lien in 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 sale, advertising, sale, and conveyance, including attorney's, solicitor's, and stenographer's 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 mortgage hereby secured, and (4) all the said principal moneys 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 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 covenant 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 Mortgagor hereby waives the benefits of any statute or law 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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