3827412

184015-1

State of Illinois



MORTGAGE

FHA Case No

131:5823763/703

ENTIFIE

This Indenture, made this

21ST

day of SEPTEMBER

,1989

, between

ANTHONY D. WILLTAMS AND XERKESHIK WILLIAMS , HIS WIFE

Briget MW

, Mortgagor, and

FIRST HOME MORTGAGE CORPORATION

🖬 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 ovidenced by a certain promissory note bearing even date herewith, in the principal sum of ONE HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED NINETEEN AND

payable with interest at the rat s of

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per centum (10.00000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 419A EAST EUCLID AVENUE, MOUNT PROSPECT, ILLINOIS 60056

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

of ONE THOUSAND NINETY FIVE AND 38/100

------Dollars (\$

1,095.38

124,819.00

on the first day of NOVEMBER 01, 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 OCTOBER 01, 2019.

Now, Therefore, the said Mortgagor, for the better seculous of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, do at by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Roal Estate situate, lying, and being in the county of

COOK

and the State of Illinois, to wit:

PIN 15-09-217-017 AND 15-09-217-016.

LOTS 31 AND 32 IN BLOCK 1 IN JOHN GLOS' BELLEWOOD DIVISION IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N.: 15-09-217-016, 017

211-2228

ALSO KNOWN AND NUMBERED AS:

303 & 302 25TH AVENUE

BELLWOOD, ILLINOIS 60104

RIDER IS ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto 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 (l)) in accordance with the regulations for those programs.

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Page 1 of 4

HUD-92116-M.1 (9-88 Edition)

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FHA ASSUMPTION RIDER

Notice: This rider adds a provision to the Instrument allowing the Lender to require payment of the Note in full upon to	ansfor
of the property. This FHA Assumption Rider is made this 21ST day of SEPTEMBER	
19 89 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secur	a Debt
(the "Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to	
FIRST HOME MORTGAGE CORPORATION, AN ILLINOIS CORPORATION	
(the "Londer") of the *= == date (the "Note") and covering the property described in the Instrument and located at:	
303 & 302 25TH AVENUE, BELLWOOD, ILLINOIS 60104	
(Property Address)	
AMENDED COVENARY, in addition to the covenants and agreements made in the Instrument, Borrower ("Mortgagor") and Le	nder
("Mortgagee") further covenant to legree as follows:	
The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his/her designee, declare all	
sums secured by this mortgage of a mmediately due and payable if all or a part of the property is sold or otherwise	
transferred (other than by devise, destant or operation of law) by the Mortgager, pursuant to a contract of sale	
executed not 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.	
IN WITNESS WHEREOF, Borrower has executed this FIIA Assumption Rider.	
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. Spellong U. Wille	(Seal) -Borrower
AAT%CNYD. WILLIAMS .	-101104441
4 Matt William	(Seal)
XPRIRGEY WILLIAMS	-Borrower
$\rho^{\mathcal{W}}$ Briget	(Seal)
	Borrower
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	(Seal) -Borrower
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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 xemption Laws of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive.

And Said Mortgagor 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 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 situate, upon the Mortgagor 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 continuaries of said indebtedness, insured for the benefit of the Mortgagee ir such forms of insurance, and in such amounts, as may be required by the afortgagee.

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

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee 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 promises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor 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 forfoiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor 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 horeby, the Mortgagor will pay to the Mortgagoe, 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 Mortgagee) 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 Mortgagee in trust to pay said ground rents, premiums, taxes and

special assessments; and

(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 Mortgagor each month in a single payment to be applied by the Mortgagore to the following items in the order set forth:

(i) ground rents, if any, taxes, special assessments, fire, and

other 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 Mortgagor 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 (\$.04) 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 Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee 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 Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the proceding 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 Mortgagor shall pay to the Mortgagee 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 im: the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire incottedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortga or any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding 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 Mortgageo acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the lunds accumulated under subsection (a) of the proceding paragraph as a ciedit against the amount of principal then remaining unpaid under sata note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does broby assign to the Mortgagos 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 crected 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 in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any promiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals 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

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of loss if not made promptly by Mortgagor, and each insurance company concorned is hereby authorized and directed to make payment for such loss directly to the Mortgagoe instead of to the Mortgagor and the Mortgagoe jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagoe 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 mortgago or other transfer of title to the mortgagod 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 here's, remaining unpaid, are hereby assigned by the Mortgager 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 no.

The Mortgagor Further Ages that should this mortgage and the note secured hereby not to alloible for insurance under the National Housing Act, within NINGTA 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 late of this days' time from the late of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mcrtg gee 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 inclinibility 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 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 promises 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 promises, or appoint a receivor 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 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 mertgage, 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 Mortgager 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 Foreolosure 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 for 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; 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 shell pay said note at the time and in the manner aforesaid and shall and by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgages will within thirty (30) days after written demand therefor by Nortgagor, execute a release or satisfaction of this mortgage, and Nortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Nortgagoe.

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 Mortgager shall operate to release, in any manner, the original liability of the Mortgager.

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 piural, the plural the singular, and the masculine gender shall include the feminine.

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200 COOF COUNTY

96:39 育庆诗

Witness the hand and seal at the Mortgagor, the day	and year first w	ritten.	`		
Anthous O. Williams	(SEAL)	Buad	Willea	M)	(SEAL)
ANTHONY D. WILLIAMS		()errenner	AMS	·	
	(SEAL)	Briget			(SEAL)
	(SEAL)				(SEAL)
	(SEAL)				(SEAL)
	·				
State of Illinois					
County of Ood O					
I, aforesaid, Do Hereby Certify That	ے رسی (درونا	٠,٠	notary public, in	and for the county s	and State
and Intel William subscribed to	o the foregoing in	, b nstrument, appeared b		y known to me to be in person and ackno	
that signed, sealed, and delivered the statement forth including the release and waiver of the r			ee and voluntary	act for the uses and ;	purposes
Given under my hand and Notarial Scalthia	18	Pay Syptem	Jeen 1	, A.D. 18 89.	
" OFFICIAL SEAL " RALPH C. T. FRANKLIN RALPH C. T. FRANKLIN NOTARY PUP! NY COMMISSION EXPIRES 4/21/92		Y Out	Notary Pub	,	
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at o'clock		nd duly recorded in Bo		R.D. 18	•
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