MORTGAGE

131:4056847

This form is used in connection with mortgages insured under the one four-family provisions of the National Housing Act.

THIS INDENTURE, Made this

26TH

day of SEPTEMBER , 19 85 between

WILLIAM R. MENDOZA AND LEILANI MENDOZA , HIS WIFE

, Mortgagor, and

FIRST GIBRALTAR MORTGAGE CORP.

a corporation organized and existing under the laws of THE STATE OF TEXAS , 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 THIRTY NINE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$ 39,400.00)

payable with interest at the rate of /

payable with interest at the rate of / per centum (12.00 %) per annum on the unpaid balance until pic and made payable to the order of the Mortgagee at its office in 4004-2317 BELT LINE, #100, PO BOX 813.01, or at such other place as the holder may designate in writing, and delivered; the said pincipal and interest being payable in monthly installments of OUR HUNDRED FIVE AND 27/100 Dellars (\$ 405.27) on the first day , 19^{85} , 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 , 2015.

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 WARRA (T 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 18 IN BLOCK 1 7 5. E. GROSS'SUBDIVISION OF THE EAST 1/2 OF BLOCK 6 IN HAMBLETON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 3714 WEST SHAKESPEARE, CHICAGO, ILLINOIS 60647 PERMANENT INDEX #13-35-119-042-0000 SEE ATTACHED "RIDER TO MORTGAGE" MADE A FART HEREOF

TOGETHER with all and singular the tenements, hereditaments and convertenances 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, thie, and interest of the said Mortgagor 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 firth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Liniois, which said rights and benefits the 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 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.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or in-cumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the 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 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 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 lies up to the more shall in good faith and the premises described herein or any part thereof or the improvements 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 forfeiture of the said premises or any part thereof to satisfy the same.

UNOFFICIAL COPY

Property of County Clerk's Office 5226

GRANTEE ADDRESS:

FIRST GIBRALTAR MORTGAGE CORP. 1580 S. MILWAUKEE AVE.,#102, LIBERTYVILLE, IL 60048 UNOFFIC ALL COPY

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right

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 at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be 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 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 s'all 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 there's by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solir itors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and c'arie upon the said premises under this mortgage, and all such expenses shall become so much additional indectedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL DE 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 are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the 'im' and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreement, herein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the banefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagoe.

IT IS EXPRESSLY AGREED that no extension of he time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgago 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.

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

WITNESS the hand and seal	of the Mortgagor, the day ar	nd year tilst written.		
		IAM R. MENDOZI	Mandga [SEAL]	כ
**************************************	[SEAL] <u>Lei</u> LEIL/	Jani Hendi	Cia]
STATE OF ILLINOIS				_
COUNTY OF DURINGE	55:			
I, aforesaid, Do Hereby Certify That LEILANI MENDOZA , HIS WIFE			nd for the county and State	e
person whose name ARE person and acknowledged that TH free and voluntary act for the uses of homestead.	end purposes therein set fort	ing instrument, appeadelivered the said insthucing the release	ase and waiver of the righ	រា
GIVEN under my hand and Note	-	day SEFTEMBER	, A. D. 19 85	~
MY COMMISSION EXPIRES: 3	5-86	Bary	i	8
DOC. NO. File	ed for Record in the Recorder's	s Office of	Notary Public	226
	County, Illinois, on the	day of	A.D. 19	2
RETURN TO AND PREPARED BY:	m., and duly recorded in Bo	ok of	Page	
FIRST GIBRALTAR MORTGAGE COI 1980 S. MILWAUKEE AVE., #102 LIBERTYVILLE, IL 60048	RP. BOX 33 3 - HV			-
U.S. GOVERNMENT PRINTING OFFICE: 19	982 554-014/1819	GPO 802-227	HUD-92116M (5-80)	

(08-9) W91126-00H

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereined 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 instance, herein shall, at the election of the whole of said principal sum remaining unpaid together with accrued instance, while it notice, become immediately due and payable.

payable.

THE MORTGOG FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for inautance under the National Housing Act within 30 DAYS (nom the date hereof (written statement of any officer of the Department of Housing and Urban Development at dated subsequent to the 30 DAYS (time from the date of this mortgage, declining to inaute said note and this mortgage, being deemed conclusive proof of such inaligibility), the Mortgage of the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

a public use, the damages, proceeds, and the consideration for such acquirition, to the extent of the full amont. Of indebtedness upon this Mortgage, and the Mortgagee to be applied by it on account of the indebtedness secured hereby temaining unpaid, are hereby assigned by the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

directed to make payment to such the sucretary of the motify, and the independence proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby, all right, title and interest of the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgaget in and to any insurance policies then indebtedness secured hereby, all right, title and interest of the Mortgaget in and to any insurance policies then in force shall pass to the purchaset 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 damases, or any the consideration for situation, to the extent of the full amount a public use.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee. In event of loss Mortgager, and each insurance company concerned is hereby an inclinated and proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby an inclinated and directed to make payment to such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgages after any pay and the Mortgages and the insurance to many be applied by the Mortgages at its option of the Mortgages and the insurance to many be applied by the Mortgages at its option of the Mortgages and the insurance to the Mortgages and the insurance to the Mortgages and the Mortgages and the many be applied by the Mortgages and the formal that the many be applied by the Mortgages at its option of the Mortgages and the many be applied by the Mortgages and the many be applied by the Mortgages and the many pay the many pay the Mortgages and the many pay the Mortgages and t

THAT HE WILL KEEP the improvements now existing or heresiter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by the Mortgagee and cultin hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompting and contingencies in such amounts and for such insurance provision for payment of which has not been node hereinbefore.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness ancesnid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may herefite become due for the use of the premises hereinabove described.

ceding paragraph. smoons of such independents, credit to the account of the Mortgages has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining... The funds accumulated under the provisions of Housing and Urban Development, and any balance remaining... The funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the proceedings of the property of the property of the property is otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the property is otherwise acquired, the balance then remaining it the funds accumulated under subther property is otherwise acquired, the balance then remaining it the funds accumulated under subting the property is otherwise acquired, the balance then remaining it is funds accumulated under subting the property adjust any payments which shall have been mad, under subsection (a) of the preceding paragraph. hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the earns as structured or the payments actually made by the Mortgagor under subsection (b) of the preceding paragraph 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 (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiurs, as the case may be, when the monthly payments and payable, then the Mortgagor shall pay to the Mortgagor, as assessments, or insurance premiums shall be deficiency, on or before the date when payment of such ground rents, taxes, as sessements, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note secured the the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note secured hereby, tull payment of the entire indebtedness represented (hereby, the Mortgagee shall, in computing the hereby, tull payment of the entire indebtedness represented (hereby, the Mortgagee shall, in computing the

Any deficiency in the smount. The way such aggregate monthly payment shall, unless made good by the Mortgagor prior to the dute of the next sure rayment, constitute an event of default under this mortgage. The Mortgagee may colfect a "late charge" not to exceed for cents (4 ¢) for each dollar (51) for each payment more than lifteen (15) days in strears, to cover the extra expense. It wilved in handling definquent payments.

(c) All payment: maniformed in the two preceding subsections of this paragraph and all payments to be made under the noise secured maniformed in the two preceding subsections of this paragraph and all payments of bottagagor each month in a sit if. payment to be applied by the Mortgages to the following items in the order set forth:

(I) premium chart es under the contract of insurance with the Secretary of Housing and Urban Development, or monthly there the lieu of mortgage insurance premium), as the case may be;

(II) promium tents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the nais secured hereby; and

(IV) amortization of the price and note.

(a) An amount sufficient to provide the hollowing sums:

(b) An amount sufficient to provide the hollowing sum it they are held by the secured hereby are fraured, or a monthly charge (in lieu of a mortgage insurance premium if this instrument and the note secured hereby are fraured, or a monthly charge (in lieu of a mortgage insurance premium)

(c) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the Mational Housing Act, an amount sufficient to accumulate in the hands of the holder one (i) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to prior to its due date the shouls mortgage insurance premium, in order to provide such holder with funds to prior to its due date the shouls the secretary of Housing and Urban Development pursuant to the Secretary of Housing and their mortgage outstanding balance due on the mounth for fonerge (in lieu of a mortgage insurance premium) which shall be in an amount of cone-twelfth (1/12) of one-half (1/2) per centum of the evenge outstanding balance due on the mount equal to the ground rents, if any, next due, plus the premiums that will next become defined next and payable on on the ... ortgaged property, plus assessments next due on the ... ortgaged property, all assessments next due on the ... ortgaged property (all as estimated by the duite when such ground rents, it any, next due, plus the mortgaged property, plus taxes and assessments next due on the ... ortgaged property (all as estimated by the duite when such ground rents, it any, next due, plus for ortgaged property, plus taxes and assessments next due or the ... ortgaged property (all as estimated by the duite when such ground rents, tremiums; and such assessments, and assessments and sasessments and sasessments and sasessments and sasessments and sasessments. The such aurent of the duite when such ground rents, premiums, and property of months to elegase such as and payers and sasessments.

(a

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

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay.

UNOFFICIAL COPY MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between

WILLIAM R. MENDOZA AND LEILANI MENDOZA , HIS WIFE

FIRST GIBRALTAR MORTGAGE CORP.
dated SEPTEMBER 26, 1985 , revises sa

, revises said Mortgage as follows:

Mortgagor, and , Mortgagee,

- 1. Page 2, the first covenant of the Mortgagor is amended to read:
 That privilege is reserved to pay the debt, in whole or in part, on any installment due date.
- 2. Page 2, the second covenant of the Mortgagor is amended to read:
 That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, 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 couring the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefore divided by the number of months to elapse before one month prior to the dare 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 Mortgagee 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; and
 - (III) amortization of principal of the said note.

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 payment 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 payment 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 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 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 time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note of ured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor 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 Mortgagee 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 funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

3. Page 2, the penultimate paragraph is amended to add the following sentence: 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 mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

Signature of Mortgagor:

WILLIAM R. MENDOZA

Leilani Mendoza

ILLINOIS 08/02/85 85 226 390