

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (l), 203 (n), and 245. (Reference Mortgage Letter 83-21)

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MORTGAGE 2 6

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This form is used in connection with the mortgage insurance under the title to four family provisions of the National Housing Act

C 3361 2 OF 2

THIS INDENTURE, Made this 31st day of OCTOBER 1985-263864 between

MARTHA PERALES CLARK/DIVORCED NOT SINCE REMARRIED, Mortgagor, and

HERRILL LYNCH MORTGAGE CORPORATION
a corporation organized and existing under the laws of THE STATE OF DELAWARE CORPORATION
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

Dollars

(\$ 63,700.00) SIXTY THREE THOUSAND SEVEN HUNDRED AND NO/100-----

payable with interest at the rate of TWELVE per centum (12.0 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in LA JOLLA CALIFORNIA 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 FIFTY FIVE AND 23/100----- Dollars (\$ 655.23) on the first day of DECEMBER 1, 1985, 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 NOVEMBER 1, 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 WARRANT 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:

THE RIDER TO STATE OF ILLINOIS MORTGAGE HUD 92116M (5-80) ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

TAX ID NUMBER: 13-23-332-009 MC.

THIS INSTRUMENT WAS PREPARED BY:
MERRILL LYNCH MORTGAGE CORP
500 PARK BLVD
ITASCA ILLINOIS 60143
BY: TIFFANY HAMILTON



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.

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 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 man 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 incumbrance other than that for taxes or assessments on said premises, or to keep said premises 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 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 lien upon or against 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.

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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 regard to the validity or invalidity at the time of such applications for appointment of a receiver, or of an order to place the Mortgagee in possession of the premises, or appoint a receiver for 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, or 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 rent, 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.

IN THE EVENT OF default in making any monthly payment provided for herein and in the note secured here- by 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 in- terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the notes secured hereby not be eli- gible for insurance under the National Housing Act within 60 DAYS from the date hereof (written state- ment of any officer of the department of Housing and Urban Development dated subsequent to the 60 DAYS from the date of this mortgage, declaring to lenders said note and this mortgage, being deemed conclusive proof of such insurability), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. This option may not be exercised by the Mortgagee when the insurability 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.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the Mortgagee, proceeds, and the consideration for such condemnation, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the Mort- gagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted- ness secured hereby, whether due or not.

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 non-payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, 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 and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the satisfaction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of destruction of this mortgage or other transfer of title in the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance proceeds then in force shall pass to the purchaser or grantee.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in- cluding but not limited to the improvements and fixtures 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 prompt- ly, when due, any premiums on such insurance for payment of which has not been made hereunder.

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

THE amount of principal then remaining unpaid under said note, the amount then remaining in the Mortgagee's account under subsection (a) of the preceding paragraph as a deficiency shall apply, at the time of the commencement of such proceedings or at the time the property is sold, the Mortgagee shall have the right to deduct from the proceeds of the sale of the premises covered hereby, or if the Mortgagee assigns the property or otherwise disposes of the mortgage, the amount of the Mortgagee's account of the amount of such deficiency, credit to the account of the Mortgagee, and the Mortgagee shall, in computing the amount of such deficiency, credit to the account of the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire payment of such principal, interest, assessments, or insurance premiums shall be due. If at any time the Mortgagee (tax, and assessments, or insurance premiums, as the case may be) when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee an amount necessary to make up the deficiency, on or before the date when made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, premiums, as the case may be, such as taxes, if the loan is entered at the option of the Mortgagee, shall be credited on account of the payments actually made by the Mortgagee under subsection (a) of the preceding paragraph shall cover the amount of the payments made by the Mortgagee under subsection (a) of the preceding paragraph and shall cover the amount of the payments made by the Mortgagee under subsection (a) of the preceding paragraph.

Any deficiency in the amount of any such payments shall constitute an event of default under this mortgage. The Mortgagee may, at its option, elect to accelerate the maturity of the note secured hereby, and the Mortgagee shall have the right to do so if the Mortgagee is not to exceed four (4) months after the date of the event of default under this mortgage. The Mortgagee may, at its option, elect to cover the extra expense involved in handling delinquent payments.

(a) A sum equal to the ground rents, if any, heretofore, plus the premiums that will hereafter become due and payable on policies of fire and other hazards covering the mortgaged property, plus taxes and assessments here due on the mortgaged property (all as estimated by the Mortgagee) was all sums already paid hereunder divided by the number of months to elapse before one month prior to the date when each ground rent, premium, tax and assessment will become delinquent, such sums to be paid by the Mortgagee in level to pay said ground rents, premiums, taxes and special assessments, and (b) All payments mentioned in the preceding subsection (a) of this paragraph and all payments to be made under the note secured hereby, shall be added together and the greater amount thereof shall be paid by the Mortgagee each month in a single payment as provided by the description in the preceding subsection (a) of this paragraph, and (c) Other hazard insurance premiums, if any, heretofore, plus special assessments, if any, heretofore, plus the amount of the principal of the said note.

It is, together with, and in addition to, the monthly payments of principal and interest payable under the note as fully paid, the Mortgagee will pay to the Mortgagee, on the first day of each month until the note is fully paid, the following sums:

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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 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 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 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 thirty (30) 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 an 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.

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

Martha Perales-Clark [SEAL] _____ [SEAL]
MARTHA PERALES CLARK [SEAL] _____ [SEAL]

STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do hereby Certify That MARTHA PERALES CLARK, MARRIED & NOT and SINCE REMARRIED is personally known to me to be the same person whose name SHE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that SHE signed, sealed, and delivered the said instrument as HER free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 31 day October, A. D. 1985

Linda Clark
Notary Public

DOC. NO. _____ Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____ A.D. 19 _____ at _____ o'clock _____ m., and duly recorded in Book _____ of _____ Page _____

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11/11/11

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between
MARTHA PERALES CLARK/DIVORCED NOT SINCE REMARRIED Mortgageor,
And MERRILL LYNCH MORTGAGE CORPORATION A DELAWARE CORPORATION Mortgagee,
dated OCTOBER 31, 1985 revises said mortgage as follows:

1. Page 2, the second covenant of the Mortgage 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 Mortgageor 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 covering 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 two preceding subsections 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 Mortgageor each month in a single payment to be applied 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 Mortgageor 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 (4c) for each dollar (\$) 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 Mortgageor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgageor 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 Mortgageor, or shall be credited on subsequent payments to be made by the Mortgageor, or refunded to the Mortgageor. If, however, the monthly payments made by the Mortgageor 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 Mortgageor 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 Mortgageor shall tender to the Mortgagee, in accordance with the provisions of the note secured 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 Mortgageor 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.

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2. 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.

MAIL

Martha Perales Clark
Mortgagor MARTHA PERALES CLARK

Mortgagor

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85-26386-58

DEPT-01 RECORDING 516.49
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Prepayment Rider

The Rider, dated the 31st day of OCTOBER, 1985, amends the MORTGAGE of even date by and between MERRILL LYNCH MORTGAGE CORP, the MORTGAGEE, and MARTHA PERALES CLARK, the MORTGAGOR, and _____, the _____, as follows:

- 1. In Paragraph 6, the sentence which reads as follows is deleted:

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 prepayment.

- 2. Paragraph 6, is amended by the addition of the following:

" Privilege is reserved to pay the debt, in whole or in part on any installment due date."

IN WITNESS WHEREOF, MARTHA PERALES CLARK

_____ has set his hand and seal the day and year first aforesaid.

Marttha Perales Clark (SEAL)
MARTHA PERALES CLARK (SEAL)

Signed, sealed and delivered in the presence of

[Signature]

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~~The land referred to in the Commitment is described as follows:~~

LOT 32 IN BLOCK 1 IN BELMONT AND NORTH CENTRAL PARK AVENUE ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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