

**UNOFFICIAL COPY**

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

**MORTGAGE**

THIS INDENTURE, Made this 5th day of December 1985, between

RAUL ROMAN, AND ANTONIA ROMAN, HIS WIFE

, Mortgagor, and  
Margarettan & Company, Inc., a corporation organized and existing under the laws of the state of New Jersey and  
authorized to do business in 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

Sixty Thousand, Eight Hundred Twenty-Six and 00/100 Dollars  
(\$ 60,826.00) payable with interest at the rate of

Eleven & One-Half Per Centum per centum ( 11 & 1/2 %) per annum on the unpaid balance until paid, and made  
payable to the order of the Mortgagee at its office in Perth Amboy, NJ 08862, 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 \$00 and 79/100

Dollars (\$ 602.79 ) on the first day  
of February 1, 1986, 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 January, 2016

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:

LOT 42 IN BLOCK 2 IN SACHSEL'S ADDITION TO CHICAGO, A SUB-DIVISION OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 AND THAT PART OF THE SOUTH HALF OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 LYING EAST OF RAILROAD RIGHT OF WAY IN SECTION 30 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PIN: 14-30-215-041 <sup>96</sup>

PROPERTY ADDRESS: 1716 West Wellington  
Chicago, Illinois 60657

PREPAYMENT RIDER ATTACHED HERETO  
AND MADE A PART HEREOF

"REFERENCES HEREBY TO A MONTHLY MORTGAGE  
INSURANCE PREMIUM AS AMENDED OR RELENTED  
BY THE ATTACHED RIDER TO THIS MORTGAGE."

-85-315654

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 Mort-  
gagor 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.



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FHA# 1314418 3013-703B  
LOAN# 6085 6460

## FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 5th DAY OF DECEMBER, 1985,  
AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETEN AND COMPANY, INC.,  
THE MORTGAGEE, AND RAUL ROMAN & ANTONIA ROMAN, HIS WIFE,  
-----, THE MORTGAGOR, AS FOLLOWS:

1. IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE SENTENCE WHICH READS AS FOLLOWS IS DELETED:  
THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR 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. THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, 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, RAUL ROMAN & ANTONIA ROMAN, HIS WIFE,  
----- HAS (E) HIS HAND AND SEAL THE DAY AND YEAR  
FIRST AFORESAID.

*Raul Roman*  
RAUL ROMAN  
*Antonia Roman*  
ANTONIA ROMAN

MORTGAGOR OR  
TRUSTEE'S  
SIGNATURE  
MORTGAGOR OR  
TRUSTEE'S  
SIGNATURE

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Debbie A. Bell*  
SETTLEMENT AGENT

*Raul Roman*  
MORTGAGOR RAUL ROMAN

*Antonia Roman*  
MORTGAGOR ANTONIA ROMAN

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Property of Cook County Clerk's Office

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STATE: ILLINOIS

JULY 1985  
FHA#131418 3013-703b  
FILE#6085 6460

## "FHA MORTGAGE RIDER"

This rider to the Mortgage between RAUL ROMAN & ANTONIA ROMAN, his wife ----- and Margarett & Company, Inc. dated DECEMBER 5th, 1985 is deemed to amend and supplement the Mortgage of same date as follows:

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

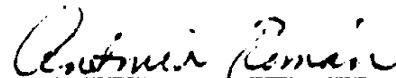
- I. ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
- II. interest on the note secured hereby, and
- III. amortization of the principal of the said note.

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 (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.

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 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 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 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 acquired 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.

Paragraph 5 of pg. 3 is added as follows: "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".

  
MORTGAGOR RAUL ROMAN

  
MORTGAGOR ANTONIA ROMAN

-85-315654

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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.

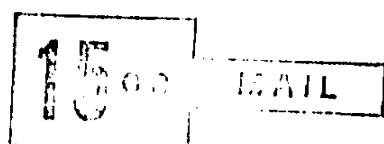
RAUL ROMAN

RAUL ROMAN

-Borrower

ANTONIA ROMAN, HIS WIFE

-Borrower



-Borrower

STATE OF ILLINOIS

COUNTY OF DuPage

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That RAUL ROMAN, AND ANTONIA ROMAN, HIS WIFE

185-315654

personally known to me to be the same person whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instrument as (his, hers, their) 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 5th day December, 1985.

Debbie A. Buell  
N.P. 5-15-88 Notary Public

This instrument was prepared by: Margarettent & Company, Inc.  
887 E WILMETTE ROAD  
PALATINE IL 60067

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

at

o'clock

m., and duly recorded in Book

of

Page



MARGARETTEN & COMPANY, INC.  
887 WILMETTE ROAD, SUITE P  
PALATINE, IL 60067

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the Mortgagor to any successor in interest of the time for payment of which has not been made hereby, in any manner, the original note or extension of time for release to the Mortgagor shall operate to release, in any manner, the debt hereby secured by execution of such release or satisfaction by Mortgagor.

IT IS EXPRESSLY AGREED that no extension of time for payment of which has not been made hereby, in any manner, the debt hereby secured by execution of such release or satisfaction by Mortgagor, shall not affect the benefit of all statutes or laws which require the earlier ex-  
ecution of this mortgage, and Mortgagor hereby waives the benefit of all statutes or laws which require the earlier execu-  
tion of this mortgage, and Mortgagor will, within (30) days after written demand therefore by Mortgagor, execute a release or satisfaction of this mortgage, unless this conveyance shall be null and void and Mort-  
gagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with,

of sale, if any, shall then be paid to the Mortgagor.  
of indebtedness hereby secured; (A) all the expenses necessary remanding unpaid. The overplus of the proceeds  
of such advances are made; (3) all the accrued interest remaining unpaid on the in-  
cluded hereby, from the time such advances are made; (2) all the services in such amounts as shall be necessary to  
for the purpose authorized in the mortgage with interests in the money remaining unpaid on the in-  
debtance and cost of said abstract and stonographers, fees, and attorneys for documents attorney fees  
able, and conveyance, including attorney's, solicitors', and stonographers, fees, until or before issuing  
ceeds of any sale made in pursuance of any such decree; (1) All the costs of such suits or  
AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the pro-  
ceeds of any sale made in pursuance of any such decree.

AND IN CASE OF FORCEFUL REMOVAL of the mortgagor to carry into effect any decree foreclosing this mortgage  
so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.  
be a further lien and charge upon the real property of the mortgagor, and all such expenses and charges  
be made at the option of the holder of this mortgage, its costs and expenses, and the receiver shall  
be made a party thereto by reason of such forceclosure; and in case of any other suit, or legal proceeding, whereby the  
purpose of such forceclosure; and also for all outrages for documentation evidence and the costs of a garnishment  
proceeding, and also for all outrages for documentation evidence and the costs of a garnishment, the plaintiff  
recoverable sum shall be allowed for the service, and attorney fees, and attorney fees, and expenses,  
AND IN CASE OF FORECLOSURE of this mortgage by sale Mortgagor shall be liable to the court of law or equity,

paid in full such amounts as are reasonably necessary to carry out the provisions of this paragraph.  
rents, taxes, and profits for the use of the premises hereinabove described; and employees and ex-  
penses, either within or beyond any period of redemption, as are approved by the court; and receive the  
benefits required by the mortgage, let it be paid to the holder of the premises, or application of such amounts as shall have  
been received in order to satisfy the mortgage in possession of the premises, or apply in a receiver for the  
monetary value due on the said premises, pay for and maintain such a sum as shall be due on the  
plaintiffs as may be due on the said premises in good faith, and without intent or back taxes.  
same, in its discretion, may keep the said premises in trust, or a subsequent mortgagee, the said Mori-  
gagor, in its discretion, may also allow the said premises in payment of the same, and assess  
of a party in whom the action is pending to foreclose this mortgage, the said Mori-

Whenever the said Mortgagee shall be pledged in possession of the same, and the plaintiff recdard to the premises of  
decomposition, and such costs, taxes, and profits when collected, may be applied toward the payment of the indebted-  
ments resulting from forceclosure suit and, in case of sale and a deficiency, during the full statutory period of re-  
covery of the holder placing the mortgage in possession of the premises, or applying a receiver for the  
monetary value due on the said premises in good faith, and without intent or back taxes.  
plaintiffs for application of such forceclosure, or for the sale of the same, shall then be entitled to the equity of the  
applying claimant under said Mortgagee, and without regard to the solvency of the plaintiff at the time of such  
party is liable in any time thereafter, either before or after sale, and without notice to the said Mortgagee, or  
will be liable to foreclose this mortgage, and upon the filing of any bill for trial, the court in which such  
plaintiffly to foreclose this mortgage, without notice or delay of any kind for trial, the plaintiff shall have the right  
AND IN THE EVENT that the holder of said debt is declared to be due, the Mortgagee shall have the right  
hereon, that, in the election of the Mortgagor, without notice, become immediately due and payable.  
by for a period of thirty (30) days after the due date of said principal sum remaining unpaid to the holder of the note secured hereon.

IN THE EVENT of default, including any monthly payment provided for herein and in the note secured hereon,  
by the holder of the principal sum remaining unpaid to the holder of the note secured hereon, or in case of a receiver or  
any other conveyance of the principal sum remaining unpaid to the holder of the note secured hereon,  
in full for the amount due on the note secured hereon.

THE NOTE & DEBT PURCHASE AGREEMENT that should this mortgagee note be eligible  
for insurance under the national housing act within 60 days from the date hereof, or in case of a receiver or  
a public trustee, upon this mortgagee, and the conveyance of the principal sum remaining unpaid to the holder of  
a public trustee, or any other conveyance of the principal sum remaining unpaid to the holder of the note secured hereon,  
shall be paid hereon, whether due or not.

THAT IF the premises, or any part thereof, be condemned under any power of eminent domain, or otherwise  
seized for any purpose, the holder of the principal sum remaining unpaid to the holder of the note secured hereon,  
shall be paid hereon, whether due or not.

ALL INSURANCE held by the holder of the principal sum remaining unpaid to the holder of the note secured hereon  
shall be held by the holder of the principal sum remaining unpaid to the holder of the note secured hereon,  
and concluding in such amounts on such insurance premiums for payment of which has not been made hereby,  
and concluding in such amounts on such insurance premiums for payment of which has not been made hereby,  
which may be required from time to time by the holder of the principal sum remaining unpaid to the holder of the note secured hereon,  
and concluding in such amounts on such insurance premiums for payment of which has not been made hereby.

THAT HE WILL KEEP the improvements now existing or heretofore effected on the mortgagor property, in  
which may be required from time to time by the holder of the principal sum remaining unpaid to the holder of the note secured hereon,  
and concluding in such amounts on such insurance premiums for payment of which has not been made hereby,  
which may be required from time to time by the holder of the principal sum remaining unpaid to the holder of the note secured hereon.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby  
assign to the Mortgagee all the rights, issues, and profits now due or which may later arise due to the use