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MORTGAGE

This form is used in connection with Housing Act.

mortgages insured under the one to four-family provisions of the National

20th THIS INDENTURE, Made this
JUAN J TORRES, AND LUZ MARIA TORRES, HIS WIFE

December

60856392

171-4171897-503B

 1985 , between

. Mortgagor, and

Margaretten & 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

Seventy Thousand, Sixty-Five and 00/100 70,065.00)payable with Eleven & Une-Half Per Centum

Dollars

) payable with interest at the rate of

11 & 1/2 per centum (

%) 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 Kinety-Four and 34/100

694.34) on the first day

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 wary, 2016 payable on the first day of

Dollars (\$

NOW, THEREFORE, the said Mor'gagor, 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 COOK and the State of situate, lying, and being in the county of Illinois, to wit:

LOT EIGHT (8) IN THE RESUBDIVISION OF LOTS TWELVE (12) TO TWENTY-THREE (23) BOTH INCLUSIVE, AND VACATED ALLEY BETWEEN LOTS THIRTER (13), AND FOURTEEN (14), IN THOMAS S. WALKER'S SUBDIVISION OF BLOCK THREE (3) IN LAFLIN, SMITH, AND DYER'S SUBDIVISION OF THE NORTH EAST QUARTER (EXCEPT ONE AND TWENTY-EIGHT ONE HUNDREDTHS (1.28) ACRES IN THE NORTH EAST CORNER THEREOF) OF SECTION TWENTY (20), TOWNSHIP FORTY (40) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Ok. No.

PIN:

14-20-201-004

PROPERTY ADDRESS:

1037 W. IRVING PARK CHICAGO, IL 60613

PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF

"REFERENCES HEREIN TO A MONTHLY MORTGAGE INSURANCE PREMIUM ARE AMENDED OR DELETED BY THE ATTACHED RIDER TO THIS MORTGAGE."

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.

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AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor 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 hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazard, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums 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 of loss if not made promptly by Mortgagor, 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 jointly, 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 it 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 hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGACO FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 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 60 days time from the date of this mortgage, declining to insure said note and 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 immediately due and payable.

IN THE EVENT of default in raking 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 vhole 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 filling 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 indeptedness 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 reficiency, 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, 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 the court in which an action is pending to foreclose this mortgage or the said premises, 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 imploy other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this preactable.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any count 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 frees and charge 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 Mortgagor will, within (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 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.

ceding paragraph.

subsection (4) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of Housing and Urban Development, and any balance remaining in the funds accumulated the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property after the provisions of the property after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at section (6) of the property is otherwise acquired, the balance then remaining in the funds accumulated under subsceton (6) of the present of such proceeding paragraph, as a credit against the amount of principal their remaining unpaid under subsceton (a) of the preceding paragraph. If the total of the payments made by the Mortgages for ground rents, taxes, and assessa, suts, or insurance should be smount of the payments made by the Mortgages for ground rents, taxes, and assessa, suts, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor. It, however, the made by the Mortgagor, or refunded to the Mortgagor. It, however, the monthly payments testis, listed, 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 Mortgages any amount necessary to make up the deficiency, on or insurance premiums, as the case may be; when the same shall become due and payable, then the Mortgagor shall pay to the Mortgages any amount necessary to make up the deficiency, on or or or or insurance premiums shall be due.

If at any time the Mortgagor shall tender to the Mortgages any amount necessary to make up the deficiency, on hereby, full payment of the Mortgagor all payment of the provisions of the original payment of the more premiums shall be due.

If at any time the Mortgagor shall tender to the Mortgages in accordance with the provisions of the provisions of the original payment of the provisions of the more premiums and the provisions of the formal transfer and the provisions of thought and Utban Development, and any balance remaining in the funds accumulated under the provisions of thousing and Utban Development, and any balance remaining in the funds accumulated under the provisions of thousing and Utban Development, and any balance remaining in the funds accumulated under the provisions of thousing and Utban Development, and any balance remaining in the funds accumulated under the provisions of thousing and Utban Development, and any balance remaining in the funds accumulated under the provisions of thousing and Utban Development, and the provisions of the development of the development of the provisions of the development of the development of the development of

Any deficiency, in the amount of any such aggregate monthly payment shall, unless made 10c. by the Mortgager may collisted charge, of the next such payment, constitute as "lists with charge and colling definducing payment, shall, unless made 10s, caced four cents (4) for each dollar (5) for each dollar (5), for each dollar (5), and the more involved in handling definducing payment, incoverible axits expense involved in handling definducing payment, shall, unless made 10c. by the Mortgager may collar as "listeen (15), days (in

note secured hereby shall be added together and the aggregate amount it... of shall payments to be made under the aggregate amount it... of shall be paid by the Morigagor each mointh in a single payment to be applied by the Morigagor to the aggregate amount it... of shall be paid by the Morigagor to the state the case may be;

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pured without taking and account democrates or the solutions and percent due, plus 2... promisms that will next become due and 'payable on the mortgaged property (all as estimated by the 'Mortgaged, less, all sums sixted, paid therefore discipled the mortgaged property (all as estimated by the 'Mortgaged, less, all sums sixted, paid therefor divided by the manner already paid therefor divided by the server and server and server and server and special assessments; and server and s

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That, together with, and in and done to, the monthly payments of the principal and interest payable under the sense of the note is fully paid, the Marigagor will pay to the Morigagee, on the first day of each month until the said note is fully paid, the follow or 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 use on the note, on the first day of any month prior to maturity; provided, however, that are next notice of an inc. tion to exercise such privilege is given at least thirty (30) days prior to prepayments.

AND the said Nor gagor further covenants and agrees as follows:

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, assessing or try lien upon or against the premises described herein or any part thereof or the improvements situated thereof or the improvements situated thereof or the improvements situated the properties of the remove many part thereof by appropriate the cast, assessing the following of competent jurisdiction, which shall operate to prevent the collection of the tax, assessing or lien so contested and the sale of forfeiture of the said premises or any part thereof to sains.

Mortgages 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, 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. In case of the refusal or neglect of the Mortgagor to make such payments; or to satisfy any prior tien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good tepair, the Mortgagee may pay such taxes assessments and insurance meanings and premises in good tepair, the

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the yable thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any fier of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as here-based, until said note is fully paid; (1) a sum sufficient to pay all taxes and assessment that may be levied by authority of the State of allinois, or of the county, town, a sum entitation in any in may be levied by authority of the State of allinois, or of the county, town, as sum entitations at the county that may at any time be on said premises; insurance and in such the mortants as may at such forms of insurance, and in such amounts, as may be required by the Mortgagee pe reduired by the Mortgagee and the court work weight

AND SAID MONTOACOR covenants and agrees:

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FHA# 131-4171897-503B LOAN# 60856392

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER	, DATED THE 20TH DAY OF DECEMBER ,19 85	,	
AMENDS THE MORT	GAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMP	PANY, INC.,	
THE MORTGAGES	AND JUAN J. TORRES AND LUZ MARIA TORRES, HIS WIFE		
70	, 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 INTENTITO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY (30) DAYS PRIOR TO FREPAYMENT.	ON	
2.	THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, IS AMEN BY THE ADDITION OF THE FOLLOWING:	DED	
	"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE."	!	
IN WITHES	S WHEREOF, JUAN J. TORRES AND LUZ MARIA TORES, HIS	WIFE	
	HAS SET HIS HAND AND SEAL THE D	AY AND YEAR	
FIRST AFORESAID	· / / / /	<u> </u>	
	JUAN J. TORRES	MORTGAGOR TRUSTEE'S	OR
	Y Lu maris Jane	SIGNATURE MORTGAGOR	OR
	LUZ MARIA TORRES	TRUSTEE'S SIGNATURE	

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SETTLEMENT AGENT

UNOFFICIAL COPY

FUA# 131-4171897-5038

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	PER 207	r Tenin
MODIANTS TORRES CARES CARRES CARREST C	'C	9
LUZ HARTA YORRES		

STERED! SEALED AND DELIVERED IN THE PRESENCE OF:

SELECEMENT AGENT

STATE: ILLINOIS UNOFFICIAL CERTIFICATION OF 1 1/4171897-503B

"FHA MORTGAGE RIDER"

This rider to the Mortgage between JUAN J. TORRES AND LUZ MARIA TORRES, HIS WIFE Margaretten & Company, Inc. dated_ DECEMBER 20 19 85 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 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

All payments mentioned in the two preceding subsections of this paragraph and a'l 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:

ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.

interest on the note secured hereby, and

amortization of the principal of the said note. III.

Any deficiency in the amount of any such aggregate monthly payment shall, unles made good by the icrtgagor 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 (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delirquent payments.

If the total of the payments made by the fortgagor 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 Mortgasor, 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 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 $\underline{5}$ of pg, $\underline{3}$ 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 Urban Development".

JÚAN

LUZ MARIA

THIS CHOOK to the Movement terings when it Width AND LUZ MARIA TORRES, HIS WIFE Agrange the control of the control o दर्भावको प्रकार कर विवास करते हैं। इस स्वास कर का का का का का का किए से किस में किस के किस के किस किस किस के क If we send membering and sufficient year of the send plus the growing the company of the send of the s portable of the state of the st s ground search, at any, access, appealed asserbled all and appeal that but in วงหมากคระ อกแต่หมือที่ ก interview on the many was entried the factor of the color ellar i Morre Harmond i karrana kilosomerica despe erri i Srybargica, Topa Hismonikala da Gold geli eski rikarı edi. Ve illeri iltima içide 1912-yılın allıştırılığı beşçi <mark>aşırı</mark> 1911-yılın arveysini **aşırılt**ığı a fasilia version superplication to appear give even. The ferre (pro far each dottare (ta) for each readwas of the formula each 18 S. Baker M. K. G. errom digitation Arston . Totals he bowley Spirition of the fit restaurates

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