### State of Illinois

This Indenture, Made this

# MOFFICIAL Mortgage

FHA	Case	No	.:

131:4514581-203

LOAN #86-1339

SEPTEMBER THE STREET

SEPTEMBERGER REGION (AS 19) 86 % Cenween

RICK'L, ROBISON, AND JILL E. ROBISON, HIS WIFE

Mortgagor, and

EVERGREEN HOME FUNDING CORPORATION
a corporation organized and existing under the laws of THE STATE OF ILLINOIS

86404485 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 FORTY FOUR AND NO/100----

(\$39,444,00--) -----payable with interest at the rate of TEN per centum (---10.00 %) per annum on the unpaid balance until paid, and made

payable to the order of the Mortgagee at its office in a CRESTWOOD, TLLINOIS and a processing a processing of the content of t

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

OCTOBER 20 1.6 . of the process in the single to be forethree with the pro-

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 A service of the original property of the dependency of the depe 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, soe; 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 the second of COOKs and approximately

and the State of Illinois, to wit: 41. ...

> LOT 28 IN BLOCK 15 IN COBE AND MCKINNON'S 63TD STREET AND KEDZIE AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

大型大大型 (1974年) 1986年 1 THIS INSTRUMENT WAS PREPARED BY:

CAROL V. RINCHIUSO

EVERGREEN HOME FUNDING CORPORATION

4967 WEST 135TH., STREET

CRESTWOOD, ILLINOIS 60445

PROPERTY AD RESS: 6237 SOUTH ALBANY AVENU

The Market Court of MELL CA MARKET THE SHOPE FRANCE IN

CHICAGO, ILLINOIS 6063

Or a company measurement express of the

PERM. TAX. #19-13-326-013-0000 //

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rand, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or newer, and all plumbing and other fixtures in; or that may be placed in, any building now or herenfter standing on said land, and also all the estate, right, title, and the second of the second o and interest of the said Mortgagor in and to said premises.

O.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgageo, 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 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 Morigagor 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments..... هيكالمعومومين ومعورينين وعفوا والمراجع والعالم والمالين والمراج والمعادي المتار المتارك والمتارك والمتارك والمتارك

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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.

Programmes their un a rétiren a col 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 beggin or any part thereof or the improvements situated the ear so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brong it it a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so confested and in sale or forfeiture of the said premises or any part thereof to satisfy the same.

- And the said, Mortgagor further commants and agrees as follows to prove that the second

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

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
- (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Acts as amended; and applicable; Regulations thereunder; or
- (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) 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 clapse 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
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

In case of the refusal or neglect of the Mortgagor to make, a secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a sing payment to be aplied by the Mortgagee to the following items in the order set forth: ""

- (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may he;
- . (11) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (III) interest on the note secured hereby;
  - (IV) amortization of the principal of the said note; and
- (V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (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 (b) 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 (b) 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 anyamount 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 tenuer 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 an ount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding puragraph which the Mortgagee has not become obligated to pay on the Secretary of Housing and Urban Development, and any bilance remaining in the funds accumulated under the provisions of subsection (b) 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 acquirer 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 (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

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 hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

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plural the singular, and the musculine gender shall include the ministrators, successors, and assigns of the parties hereto.
Wherever used the singular number shall include the plural, the and advantages shall inute to the tespective ficing executors, ad-The coverante herein contained shall bind, and the benefits

of the debt hereby secured given by the Marigages to any suc-It is expressly agreed, that no extension of the time for payment

or delivery of such release on satisfaction by Mortgagee. benefits of all statutes or laws, which trequire the earlier execution satisfaction of this mortgage, and Mortgag its steby waives the written demand therefor by Mortgagor, ex.cute a release or naile syab (06), vitint m.41 // llfry, sagagitoly, bus biov bas llun so the covenants and agreements herein of this conveyance shall aforesaid and shall abide by compared this and duly perform all If Mortgagor shall pay said norset the time and in the manner

debiedness hereby e. v. (e) all the said principal money remade; (3), all the aceruad interest remaining unpaid on the inin the note sequred hereby, from the time such advances are the mortgage of the continue and continue of the rate set forth advances at the rate set forth advances at the rate set forth and set mortgages. It say for the property of the rate set forth the mortgages of the rate set forth and set mortgages. adv rtising, sale, and conveyance, including, attorneys, solicitors,

in any decree forcelosing this mortgage. o much additional indebtedness secured hereby and be allowed premises under this mortgage, and all such expenses shall become ceedings, shall be a further lien and charge upon the said Mortgagee, so made parties, for services in such suit or proreasonable fees and charges of the attorneys or solicitors of the by reason of this mortgage; its costs and expenses, and the pose of such foreclosure; and in case of any other suit, or legal evidence and the cost of a complete abstract of title for the purgat in such proceeding, and also for all outlays for documentary for the solicitor's fees, and stenographers, fees of the complainhin any court of law or equity, a reasonable sum shall be allowed And in case of foreclosure of this mortgage by said Mortgagee

out the provisions of this paragraph. expend itself such amounts as are reasonably necessary to carry premises hereing boye described; and employ other persons and collect and receive the rents; its uses and profits for the use of the beyond any period of redemption, as are approved by the court, gagor or others upon such terms and conditions, either within or quired by the Mortgagee; lease the said premises to the Morter nood ovait light as clinioms doug al songruent doug nichtam assessments as may be due on the said premises; pay for and an action is pending to forcelose this nections may; keep the mortgage, the said Mortgagee; in its discretions may; keep the the above described premises under an order of a court in which Whenever the said Mortgagee shall be placed in possession of

tion and preservation of the property. costs, taxes, insurance, and other tems necessary for the protec-

collected may be applied towned the payment of the indebtedness. period of redemption, and such rents, issues, and profits when and, in case of sale and a deficiency, during the full statutory the said premises during the pendency of such foreclosure suit Morigagee will power to collect the rents, issues, and profits of sion of the premises for appoint a receiver for the benefit of the shall then be occupied by the owner of the equity of redemption as a normanner, the original liability of the Mortgagor. without regard to the value of said premises or whether the same an order to place Mortgagee in possession of the premises, and time of such applications for appointment of a receiver, or for uable for the payment of the indebtedness secured hereby, at the regard to the solvency of insolvency of the person of persons Bagor, or any party chaming under said Mortgagor, and without cities before for after safe, and without the courting winch such billis illed may at any time thereafter, this mortgage, and upon the filing of any bill for that purpose, auc, the Wortgage shall have the right inmediately to loreclose And the jevent that the wifole of said debt is declared to be

whole of said beincipal sum remaining and the Mortgagee, maining unpaid to the too (graot of any other covenant or agreement herein stipulated, then the thirty (30) days after the due date thereof, or in case of a breach vided for herein and in the more secured hereby for a period of in the event of default in making any monthly payment pro-

hereby immediately due and payable. holder of the note may, at its option, declare all sums secured ... Secretary of Housing and Urban Development dated subsequent option of the proceeding that are said note and this mortgage, what there shall be included in any decree foreclosing this mortgage, being deemed and be paid out of the proceeding any the mortgage, being deemed and be paid out of the proceeding any the mortgage, being deemed and the proceeding this more conclusive proceeding the mortgage of the same decree (b) All the conclusive in pure conclusive proceeding this mortgage of the same decree (b) All the conclusive in pure conclusive proceeding the procedure the proceeding the procedure the procedu Housing and Urban Development or authorized agent of the hereof), written, statement, of any jofficer jof the Department, of Agijonal Honsing Act within Act NERTY days it in the date the more secured hereby not be eligible for insurance independent The Morigagor further agrees that should this morigage and

indebtedness secured hereby, whether due of notitorthwithitoline;Mortgageckto;be-appluid, hy it on account of the caproceeding?/wherein the:Mortgagecshall be-made a party thereto. bing of linds bing sages now on to roughly the paid gage, and the Note secured he eby constiting unpaid, are hereby -Mannes, Adamas, Sini amoun, V. ... debtedness, upon this Mortsamages, proceeds, and the praidetation for such acquisition, to any pewer of eminent to an and acquired for a public use, the That thethe premises 2, any part thereof, be condemned under

force shall pass to the purchaser or grantee. ferest of the Mortgagor in and to any insurance policles then in ement of the indebtedness secured hereby, all right, title and inor otherstransfer of title to the mortgaged property in extinguishshe property damaged. In event of foreclosure of this mortgage applied by the Mortgagee at its option either to the reduction of lointly and the insurance proceeds, or any part thereof, may be Ratificalized and directed to make payment for such loss directly to ; said premises in good repair; pay such current or back taxes and Mortgagor, and each insurance company concerned is hereby gagee, who may make proof of loss if not made promptly by loss Mortgagor will give immediate notice by mail to the Mortlavor of and in form acceptable to the Mortgagee, in event of the Morigague and share attached thereto loss payable clauses in Mortgagee and the policies and renewals thereof shall be held by All insurance shall be carried in companies approved by the

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THIS INSTRUMENT WAS PREPARED BY OFFICIAL COPY 5
CAROL V. RINCHIUSO
BURBOURERN HOME BUNDING CORPORATION

THIS INSTRUMENT WAS PREPARED BY OFFICIAL COPY 5
131:4514581-203

EVERGREEN HOME FUNDING CORPORATION 4967 WEST 135TH., STREET CRESTWOOD, ILLINOIS 60445 RID

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

This rider attached to and made part of the Mortgage between RICK L. ROBISON AND JILL E. ROBISON, HIS WIFE , Mortgagor, and EVERGREEN HOME FUNDING CORPORATION revises said Mortgage as follows:

1. 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:

LOAN # 86-1339

- (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 therefore 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 mantioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added cogether 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;
  - (11) interest on the note secured hereby, and
  - (111) 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 (4c) for each dollar (\$1.00) 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 Mortgager 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 premiurs, 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, s.: essessments, 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 become due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full paymon, 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 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.

2. Page 2, the penultimate paragraph is amended to add the following sentences:

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.

Mortgagor RICK L. ROBISON

Mortgagor LLL E. ROBISON, HIS WIFE

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