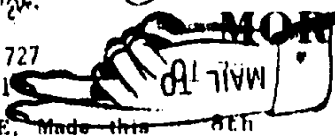


THIS INSTRUMENT WAS PREPARED BY

UNOFFICIAL COPY

06-013 94 20/131:4605017-703

Made to: JUDY MIHAVICS
COLDWELL BANKER RESIDENTIAL
MORTGAGE SERVICES, INC.
1211 W. 22nd STREET, SUITE 727
OAK BROOK, ILLINOIS 60521



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

THIS INDENTURE, Made this 26th

day 26/22/86

1986 between

86366201

ROBERT D. LEMMON AND JOYCE L. LEMMON, HIS WIFE
a corporation organized and existing under the laws of THE STATE OF CALIFORNIA
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
EIGHTY SIX THOUSAND ONE HUNDRED FIFTY AND NO/100----- Dollars (\$ 86,150.00)

payable with interest at the rate of NINE AND ONE HALF percentum (9.5 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in IRVINE, 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 SEVEN HUNDRED TWENTY FOUR AND 40/100 Dollars (\$ 724.40) on the first day of OCTOBER, 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 SEPTEMBER, 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 15 IN BLOCK 5 UNIT NUMBER 2 HANOVER GARDENS FIRST ADDITION BEING A PART OF THE WEST 1/2 OF THE SOUTH EAST 1/2 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-25-416-015 VOLUME: 061
PROPERTY ADDRESS: 7311 JASMINE DRIVE, HANOVER PARK, IL 60103

DEPT-01 RECORDING 117.25
T42222 TRAN 0334 08/20/86 15:02:00
#5765 : 13 * - 86-366201
COOK COUNTY RECORDER

THIS MORTGAGE IS BEING RE-RECORDED IN COOK COUNTY UNDER THE NEW CODE TO 60103

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.

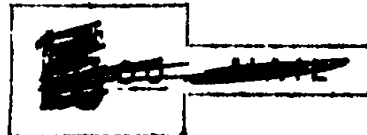
TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, 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 men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or 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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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 Mortgagor 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, and payable, then the Mortgagor shall pay to the Mortgagor 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 Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor 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 Mortgagor acquires the property otherwise after default, the Mortgagor

in handling delinquent payments. fifteen (15) days in arrears, to cover the extra expense involved four cents (4c) for each dollar (\$1) for each payment more than mortgage. The Mortgagor may collect a "late charge" not to exceed the next such payment, constitute in event of default under this shall, unless made good by the Mortgagor prior to the due date of Any deficiency in the amount of any such aggregate monthly payment

- (1) 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.

(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 Mortgagor to the following items in the order set forth:

(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 mortgage property (all as outlined by the Mortgage) 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 Mortgagor in trust to pay said ground rents, premiums, taxes and special assessments; and

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 Mortgagor, on the first day of each month until the said note is fully paid, the following sums:

1. Page 2, the second covenant of the Mortgagor is amended to read:

This rider attached to and made part of the Mortgage between ROBERT D. LAMON AND JOYCE L. LAMON, HIS WIFE, Mortgagor, and COLLETT BANKER REAL ESTATE MORTGAGE SERVICES, INC., A CALIFORNIA CORPORATION Mortgagor, dated AUGUST 8, 1986, revises said Mortgage as follows:

MORTGAGE HUD-92110H (5-80)
 HOOK TO HOOK OF TILMOR

FHA Case No. 1 131:4605017-703
 Loan Number: 06-003398-20

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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.

86366201

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.

X Robert D. Lemmon
Mortgagor ROBERT D. LEMMON

86463615

X Joyce L. Lemmon
Mortgagor JOYCE L. LEMMON

Property of Cook County Clerk's Office

86 463615

RECORDED & INDEXED
10/08/86 10:14:00
COOK COUNTY RECORDER

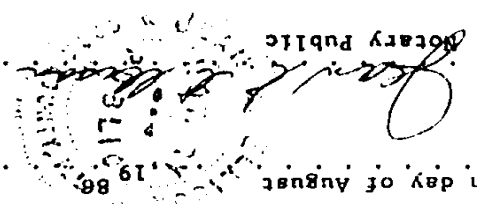
15⁰⁰ MAIL

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86366201



My Commission expires: 7-10-88

Given under my hand and official seal, this 8th day of August, 1986

therein set forth.

Instrument as . . . their free and voluntary act, for the uses and purposes

me this day in person, and acknowledged that . . . he . . . signed and delivered the said

whose name(s) . . . are . . . subscribed to the foregoing instrument, appeared before

personally known to me to be the same person(s)

county and state, do hereby certify that . . . ROBERT D. LEMMON AND JOYCE L. LEMMON, HIS WIFE

I, THE UNDERSIGNED . . . a Notary Public in and for said

State of Illinois, . . . county ss

Car

JOYCE L. LEMMON

ROBERT D. LEMMON (SEAL)

JOYCE L. LEMMON (SEAL)

day and year first aforesaid.

has/have set his/her/their hand(s) and seal the

IN WITNESS WHEREOF, ROBERT D. LEMMON AND JOYCE L. LEMMON, HIS WIFE

part, on any installment due date."

"Privilege is reserved to pay the debt, in whole or in

2. In the first unnumbered paragraph, page 2, is amended by the addition of the following:

only prior to prepayment."

exercise such privilege is given at least thirty (30)

however, that written notice of an intention to

first day of any month prior to maturity; provided,

on the principal that are next due on the note, on the

or in an amount equal to one or more monthly payments

"That privilege is reserved to pay the debt in whole,

1. In the first unnumbered paragraph, page 2, the sentence which reads as follows is deleted:

Mortgage, as follows:

the Mortgage, and Coldwell Banker Residential Mortgage Services, Inc. the

ROBERT D. LEMMON AND JOYCE L. LEMMON, HIS WIFE

amends the Mortgage of even date by and between

The Rider dated the 8th day of August, 1986

FHA MORTGAGE RIDER

ILLINOIS

UNOFFICIAL COPY

SEP 17 1986

86463616

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