LOAN # 02-58- 68513 WNOFFICIAL COPY

State of Illinois

Mortgage 4 3

2 3 THA CENS NO

131:4680438

This Indenture, Made this

7TH

day of

OCTOBER :

, 19 86, between

ANTHONY P. HODES , A BACHELOR

86482814, Mortgagor, and

FIRST GIBRALTAR MORTGAGE CORP.

a corporation organized and existing under the laws of THE STATE OF TEXAS Mortgagee.

Witnesseth: That whe leas 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 EIGHT THOUSAND SIX HUNDRED AND NO/100

Obliars payable with interest at the rate of EIGHT AND ONE-HALF per centum (8.50 7%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DALLAS, TEXAS 75381-0199 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 FIVE HUNDRED TWENT! LFVEN AND 47/100 Dollars (\$ 527.47) on the first day of DECEMBER, 19 56, and a like sum of 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

2016.

Now, therefore, the said Mortgagor, for the better securing of the pay nent 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 96 IN THE HANOVER GARDENS, A SUBJIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUR COUNTY, ILLINOIS.

ALSO KNOWN AS: 7330 BRIARWOOD STREET. HANOVER PARIS ILLINOIS 60 PERMANENT INDEX# 06-25-405-014

SEE ATTACHED "RIDER TO MORTGAGE" MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the ents, 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.

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.

Previous Editions Obsolete

Page 1 of 4

HUD-92116M(10-85 Edition) 24 CFR 203.17(a)

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Witness the hand and seal of the Mortgagor, the day and year litts written.

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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 barein 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 specific the same.

And the said Mortgagor further covenants and agrees as follows:

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 not secured hereby, the Mortgagor will pay to the Mortgagoe, 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 Act, 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 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
- (c) 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 aplied by the Mortgagee to the following items in the order set forth:

- (I) 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 be:
- (II) 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 defautunder 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 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 all proments made under the provisions of subsection (a) of the precedule paragraph which the Mortgagee has not become obligated to pay the Secretary of Housing and Urban Development, and any balance 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 scie 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 (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 masculine gender shall include the Wherever used, the singular number shall include the plural, the ministrators, successors, and assigns of the parties hereto. and advantages shall inure, to the respective heirs, executors, ad-The covenants herein contained shall bind, and the benefits

any manner, the original liability of the Mortgagor. cessor in interest of the Morigagor shall operate to release, in of the debt hereby secured given by the Mortgagee to any suc-It is expressly agreed that no extension of the time for payment

or delivery of such release or satisfaction by Mortgagee. benefits of all statutes or laws which require the earlier execution satisfaction of this mortgage, and Mortgage, respectives written demand therefor by Morigagor, e. cour a release or the covenants and agreements herein, the nithis conveyance shall be null and void and Mortgagee will, with a thirty (30) days after aforesaid and shall abide by, come by with, and duly perform all If Mortgagor shall pay said 1.01 at the time and in the manner

shall then be paid to the Mor gagor,

maining unpaid. The overplus of the proceeds of sale, if any, debtedness hereby se un.d; (4) all the said principal money remade; (3) all the across interest remaining unpaid on the inin the note s cur. d hereby, from the time such advances are the mortgage with interest on such advances at the rate set forth advanced by the Mortgagee, if any, for the purpose authorized in cost of sail abstract and examination of title; (2) all the moneys and connentary fees, outlays for documentary evidence and "...vert'sing, sale, and conveyance, including attorneys', solicitors', sur noe of any such decree; (1) All the costs of such suit or suits, -ruq ni sham siles yna lo chessoriq sals ino biaq sa bna sage And there shall be included in any decree foreclosing this more-

in any decree foreclosing this mortgage. so 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 proceeding, wherein the Mortgagee shall be made a party thereto 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 purant in such proceeding, and also for all outlays for documentary for the solicitor's fees, and stenographers, fees of the complainin 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 hereinabove described; and employ other persons and collect and receive the rents, issues, 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 Mortmaintain such insurance in such amounts as shall have been reassessments as may be due on the said premises; pay for and said premises in good repair; pay such current or back taxes and mortgage, the said Mortgagee, in its discretion, may: keep the an action is pending to foreclose this mortgage or a subsequent 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 items necessary for the proteccollected may be applied toward 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 Mortgagee, with power to collect the rents, issues, and profits of aton of the premises, or appoint a receiver for the benefit of the as a homestead enter an order placing the Mortgagee in possesshall then be occupied by the owner of the equity of redemption, 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 liable for the payment of the indebtedness secured hereby, at the regard to the solvency or insolvency of the person or persons gagor for any party claiming under said Mortgagor, and without cither before or after sale, and without notice to the said Mortthe court in which such bill is filled may at any time thereafter, this mortgage; and upon the filling of any bill for that purpose, due, the Mortgagee shall have the right immediately to foreclose And in the event that the whole of said debt is declared to be

without notice, become immediately due and payable. crued interest thereon, shall, at the election of the Mortgagee, whole of said principal sum remaining unpaid together with acof 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 note 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 conclusive proof of such incligibility), the Mortgagee or the declining to insure said note and this mortgage, being deemed oni oi days time from the date of this mortgage Secretary of Housing and Urban Development dated subsequent Housing and Urban Development or authorized agent of the lo in miraca estition signification of incered the Departm of days from the date Mational Housing Act within 06 the note secured hereby not be eligible for insurance under the

The Morigagor further agrees that should the profitsage and indebtedness secured hereby, whether due or not.

forthwith to the Mortgagee to be applied by it on account of the assigned by the Mortgagor to the Mortgagee and shall be paid gage, and the Mote secured hereby remaining unpaid, are hereby the extent of the full amount of it debtedness upon this Mortdamages proceeds and their onelderation for such acquisition, to any power of eminent doras, or acquired for a public use, the That if the premises or any part thereof, be condemned under

force shall pass to the purchaser or grantee. ni nerts of the Mortgagoriin and to any insurance policies then in ment of the indebtedness secured hereby, all right, title and inor other transfer of title to the mortgaged property in extinguishthe property damaged fin event of forcelosure of this mortgage the indebtedness hereby secured or to the restoration or repair of applied by the Mortgagee at its option cither to the reduction of Jointly, and the insurance proceeds, or any part thereof, may be the Mortgagee instead of to the Mortgagor and the Mortgagee authorized and directed to make payment for such loss directly to 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 Mortfavor of and in form acceptable to the Mortgagee. In event of the Mortgagee and have 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

This rider attached to and made part of the Mortgage between

ANTHONY P. HODES , A BACHELOR

Mortgagor, and , Mortgagee,

dated

FIRST GIBRALTAR MORTGAGE CORP. OCTOBER 7, 1986, 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:

- (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 stimated 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 Mortgages in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments contioned in the preceding subsection 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 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;
 - (III) amortization of principal of the said note; and
 - (IV) late charges.

Any deficiency in the amount of an 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 (\$.04) for each dolla. (\$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 payment actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such occess, 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, tares, and assessments, or insurance premiums, as the case may be, when the same shall become due and pay ble, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, in or before the date when payment of such ground rents, taxes, assessments, or insurance premiums hall 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 Mortgag e 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 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 3, paragraph 3 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.

Signature of Mortgagor:	
(SEAL)	ANTHONY P. HODES (SEAL)
	ANIRONI F. RODES
(SEAL)	ours any greens on a see (SEAL)

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ANTHONY P. HODES , A BACHELOR

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FIRST GIBRALTAR MORTGAGE CORP. Lientritt.

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ONE PIERCE PLACE, SUITE ITASCA. ILLINOIS 60143