## **MORTGAGE**

131-4668285-7038

40840815

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

THIS INDENTURE, Made this 14th day of October , 1986, between JOSEPH C MILLER, AND STEPHANY R MILLER, HIS WIFE

### 86484235

, 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

Fifty-Eight Thousand, One Hundred Twenty-Eight and 00/100 (\$ 58,128,00 ) payable with interest at the rate of

Dollars

Ten Per Contum 9%) 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

Five Hundred Ten and 36/100

MiX. 5/1/2065 [3]

Dollars (\$ 510.36 ) on the first day of December 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 November, 2016

NOW, THEREFORE, the said Mc. pagor, 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 inortgages, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

THE EAST 35 FEET OF LOT 6 OF BLOCK 2 IN O'CONNOR'S ADDITION TO BELLWOOD, BEING LOT 3 IN THE SCHOOL COMMISSIONER'S SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN NO. 15-16-103-020 M

"REFERENCES HEREIN TO A MONTHLY MORTGAGE MISURAGES POSSEROM ARE AMENDED OF DELETED BY THE ATTACHED REDER TO THIS MORTGAGE."

PREPAYMENT ROBER ATTACHED HERETO AND MADE A PART HEREOD,

3615 Monroe Bellwood 16 60104.

unto belonging, and pose of supplying or be placed in, any set of the said Mort-

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.

1500 MAIL

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35.7 N. V.

COLLIDANY, INC.

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#### 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 that may impair the value increof, or of the security intended to be cirected 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 here-ises, 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 Morigage shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien apon 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.

AND the said Mortgago: further covenants and agrees as follows:

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 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 prepay-

That, together with, and in addition to the monthly payments of the principal and interest payable under the terms of the note 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 surer.

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 Uroan Development, as follows:

(1) If and so long as said note of even late and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount officient to necumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order the provide such holder with funds to pay such premium to the Secretary of 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 mortal e 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 propagations.

A sum equal to the ground rents, if any, next due, plus the princities of fire and other hazard insurance covering the murtig ged 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 clanse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgage it trust to pay said ground rents, premiums, taxes and special assessments; and

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 arreats, 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 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 (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 payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) 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 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 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. ceding paragraph.

inability of the Mortgagor.

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 Mortgages to release, in any manner, the original

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply wish; and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgage; 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.

reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complete sum shall be allowed for the solicitor's fees, and stenographers' fees of the complete and also for all outlays for documentary evidence and the cost of a complete abstract of fille for the purpose of such foredesure; 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 fees and charges of such of this mortgage, and the reasonable fees and charges of the Mortgagee, so made parties, for services in such suit or proceedings, shall so much additional indeptedness secured hereby and be entired the mortgage.

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Whenever the said Morrgagee 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 a subsequent mortgage, the said Mortgage, in its discretion, may; keep the said premises in good repair; say such currrent 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 Mortgage; 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 tents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expends such amounts as are reasonably necessary to carry out the provisions of this paragraph.

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 a pon the filing of any bill for that paragee, the dourt if which such bill is filed may at any time thereafter, either before or after sale, and without neglecting the manual mortgage, or any party claiming under said Mortgageo, and school regard to the solvency or lagolygaper, i.e. the members of such applications for appointment of a receiver of the forest or appointment of a receiver of the order of the persons the persons of the payment of the payment of the morestead, enter an order placing the Mortgagee in poisession of the premises of the equity of redemption, as a homestead, enter an order placing the Mortgagee in poisession of the premises of the equity of redemption, as a pendency of such payment to collect the recision of the payment of the indepted demption, and such rents, issues, and profits of the indepted demption, and such rents, issues, and profits of the indepted demption, and such rents, issues, and profits of the premises during the indepted demption, and such rents, issues, and profits when collected and a deficiency, during the payment of the indepted demption, and such rents, issues, and profits when collected and be deficiency, during the payment of the indepted demption, and such rents, issues, and profits when collected and be deficiency, during the payment of the indepted of re-

IN THE EVENT of defealt in making 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 with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

option, declare all sums setured hereby immediately due and payable. THE MOR (CACOR FURTHER ACREES that should this mortgage and the note secured hereby not be eligible for insurance und. The Mort file of any officer of the insurance und. The Mational Housing Act within 60 days from the date agent of the Secretary of Housing and Urban the Development dated 42 sequent to the 60 days time from the date of this mortgage, decilable to insure said note and this mortgage, being deem a conclusive proof of such incligibility), the Mortgagee or the holder of the note may, at its nortgage, being deem a conclusive proof of such incligibility), the Mortgagee or the holder of the note may, at its nortgage, being deem a conclusive proof of such incligibility.

ness secured her sby, whether due or not.

THAT if the premises, or any part thereol, 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 indebtedress upon this Mortgage, and the Mort secured bereby remaining unpaid, are hereby assigned by the Mortgages and shall be paid forthwith to the Mortgages to the applied by it on account of the indebtedness secured hereign desired and shall be paid forthwith to the Mortgages to the applied by it on account of the indebtedness secured hereign desired the paid forthwith to the Mortgages to the account of the indebtedness secured hereign desired the paid forthwith the paid for the paid for the paid forthwith the paid forthwith the paid for the paid for the paid forthwith the paid for the paid forthwith the paid for the pai

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, and each insurance company concerned is hereby authorized and 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 Mortgagee at its option either to directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee at its option either to directed to make payment for such loss directly to the Mortgagee instead by the Mortgagee in the Mortgagee. In the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In 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 grantees.

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 promptend contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promption.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforessid 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.

FHA#131-4668285703B LOAN# 6086-0815

## FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER,	DATED THE	14th DAY OF	OCTOBER	,19 <mark>,</mark>	•
AMENDS THE MORTG	AGE OF EVEN D	ATE BY AND BET	WEEN MARGARETT	EN AND COMPAN	Y, INC.,
THE MORTGAGES, A	ND JOSEPH C.	MILLER & STEP	HANY R. MILLER	, HIS WIFE	PAN 1-4550
9		_, THE MORTGAG	or, AS FOLLOWS	;	
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IN WITNESS	WHEREOF, JOS	EPH C. MILLER	L STEPHANY R.	MILLER HTS WIF	<u>'E</u>
·		HAS SE	T HIS HAND AND	SEAL THE DAY	AND YEAR
FIRST AFORESAID.		JÖSEPE	SEPA C CIMILLER WAR. MILINGR	Miller	MORTGAGOR OR TRUSTEE'S SIGNATURE MORTGAGOR OR TRUSTEE'S SIGNATURE

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

> "OFFICIAL SEAL" Sandra L. Scheckel Notary Public, State of Illinois My Commission Expires 12/19/89

Property of Cook County Clerk's Office

18.18.15.36 18.18.15.36

\*OFFICIAL SEAL\*

My Eg

#### STATE: ILLINOIS UNOFFICIAL CO **[**,31-466**82**85703в FILE # : 6084-0815

#### "FHA MORTGAGE RIDER"

This rider to the Mortgage between JOSEPH C. MILLER & STEPHANY R.MILLER, HIS WIENd Margaretten & Company, Inc. dated OCTOBER 14th , 19 86 is deemed to amend and supplement the Nortgage 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 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:
  - ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
  - interest on the note secured hereby, and II.
  - amortization of the principal of the said note. III.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgager 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 landling 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 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 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".

Property of Cook County Clerk's Office