PREPARED BY: LYONS MORTGAGE CORP ETURN TO:
LYONS MERICAGE CORP
2 CROSSROADS OF CUMMERCE
ROLLING MEADONS, IL 60008 THIS INDENTURE, Made this CARLOS SANCHEZ AND

LOAN # 025860372 in connection with as impured under the or nily Browspans of the National Housing Act

OCTOBER day of . 8649294**8**

. 1986, between . Mortgagor, and

MARIA SANCHEZ , HISHAND AND WIFE IXONS MORTGAGE CORP

a corporation organized and existing under the laws of 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

FORT? EIGHT THOUSAND FOUR HUNDRED TWENTY TWO AND 00/100

Dollars (3

48,422.00 ⁾

payable with interest at the rate of NINE AND 500/1000 per centum t 9.50000 (5) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in ROLLING MEADONS, IL 60008 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

Dellars (5 FOUR HUNDRED SEE AND 16/100 Dellars (\$ 407.16) on the first day of each and every month thereafter until) on the first day the note is fully said, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVENEER, 2016

NOW, THEREFORE the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and he performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WAFRAST unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of ook and the State of Illinois, to wit:

LOT 4 (EXCEPT THE WEST 9 FEET THREOF) AND ALL OF LOT 5 IN BLOCK 9 IN CALINET PARK THIRD ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN. IN O'GH, COUNTY, ILLINOIS.

PMI# 29 02 306 040 - 4 29 02 306 005 - 5

DEPT-91 RECORDING \$14.40 T#4444 TRAN 4378 10/22/86 15:24:00 *-86-49**2**948 新78% 井 13

COOK COUNTY RECORDER

See attached Prepayment Rider under a part hereof.
See attached One Time MIP Rider under a part hereof.
TOGETHER with all and singular the renements, 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, fale, 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 se forth, free from all rights benefits under and by virtue of the Homestead Exemption Laws of the State of Hinois, 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 promises, 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 Mortgagos, as here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premi 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 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 meritgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid in the Wortgagor.

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.

Replaces FHA-2116M, which may be used until supply is exhausted



STATE OF ILLINOIS HUD-92116M (5-80)

Property of Cook County Clerk's Office

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AND the said Mortgagor 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 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 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;
(I) 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 a cumulate 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.

puted without taking into account delinquencies or prepayments.

place minous testing into account certifiquencies of prepartitions.

A sum riqual to the ground rents, if any, next due, plus the promising that will next become due and payable on policies. If fire and other hazard insurance covering the mortgaged properts, plus taxes, and assessments next due on the mortgaged properts. All we estimated by the Mortgaged less all sums already paid therefor divided by the number of norths to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments all become delinquent, such sums to be held by Mortgaged in trust to pay said ground rents, premiums,

sessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and spicial assessments, and

[c] All payments perticiped in the two preceding subsections of this paragraph and all payments to be made under the note secured by the shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a singly nyment to be applied by the Mortgagee to the following items in the order set forth.

[II) premium clusters under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premiums as the case may be.

[III) ground rents, it also taxes, special assessments, fire, and other hazard insurance premiums.

[III) interest on the new secured hereby, and

[III) amortization of the principal of the said note.

Any deficiency in the amount of any sub-appropriate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such justicent, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed that one is to exceed that one is the fire each dillar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involves in handling delinquent payments.

arrears, to cover the extra expense in vive in handling delinquent payments. If the total of the payments made by the Mortgagor under subsection the 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, it is soon 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 to of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums to the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor as security or insurance premiums shall be due. and payable, then the Mortgagor shall pay to the Mortgagor and amount necessary to make up the deficiency, on or before the date when payment of such ground rents, there 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 all payments made under the provisions of subsection as of the preceding paragraph which the Mortgagor 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. So of the preceding paragraph. If there shall be a mount under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or to the Mortgagor acquires the property otherwise after default, the Mortgagor 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. section 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 fail of the pre-

AND AS ADDITIONAL SECUPITY for the payment of the indebtedness afores aid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafte, become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the nortraged property, insured as may be required from time to time by the Mortgagee against loss by fire and other in cards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and sill pay promptly, when due, any premiums on such insurance provision for payment of which has not been mad rhereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and innernals thereof shall be held by the Mortgagee and have attached thereto loss parable clauses in favor of and in form occeptable 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 Mortgagoe instead of to the Mortgagor and the Mortgagoe 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 $\boldsymbol{\omega}$ grantee

THAT if the 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 Mortgagor to the Mortgagee 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 MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-THE MORTGAGOR FURTHER AGREES that should this more gage and the note section including gible for insurance under the National Housing Act within SIXTY (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 SIXTY (60) DAYS time from the date of this Housing and Urban Development dated subsequent to the SIXIY (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 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 whole of said principal sum remaining unpaid together with account terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

JNÖFFICIAL COPY

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m., and duly recorded in Book

o,cjock

61 .Q.A

to yeb

County, Illinois, on the

Filed for Record in the Recorder's Office of

DOC: 70°

commission expired 11/2/89 whice

D. 19 98

Sid) last laintoh bas bash my tell Seal this

of homestead.

fiee and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right signed, sealed, and delivered the said instrument as person and acknowledged that

subscribed to the foregoing instrument, appeared before me this day in

person whose name

XXXXXX bis wife, personally known to me to be the same

o Hereby Certify That UM

CARCOS SANCHEZ AND

THE UNDERSTONED

a notary public, in and for the county and State

COUNTY OF COOK

:55

SLYLE OF ILLINOIS

[SEVI] [SEVI] ZHEINYS VIEW ZERONVS SODEVO [JA38] [SEVI']

and seal of the Mortgagor, the day and jear litst WILKESS INC DANG

្រែខ វិខ្មារករេខ៖

THE COVENANTS HEREIN CONTAINED shall bind, and the parties and advantages shall inute, to the tespective heirs, executors, administrators, successors, and assigns of the parties hetero. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the plural the singular.

liability of the Mortgagon.

the Mortgagee to any successor in interest of the Mor gag r shall operate to release, in any manner, the original

IT IS EXPRESSLY AGREEO that no extension of may time for payment of the debt neceby secured given by

contion of delivery of such release of satisfaction by antigages.

A Mortgagor shall pay said note at me and in the manner aforesaid and shall abide by, comply with, and duly perform all the coverants and signed action there is selected to the conveyance shall be null and void and Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the tenefits of all statutes or laws which require the eatlier excention of delivers of such release or satisfaction by manner.

neate, it any, shall then be paid to the Mortgagor.

cered, of any sale made in parameter of any such decree; (1) All the costs of such suit or suits, advertising, sale, and conversance, including alterneys, solicitors, and stenographors' lees, 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 crostsage with interest on such advances at the tale set forth in the note secured hereby, from the time such advances are made; (3) all the accused interest remaining unpaid on the included hereby secured; (4) all the accused interest remaining unpaid on the invalences, hereby secured; (4) all the accused interest remaining unpaid on the invalences.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the pro-

be a further ties or a charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedress secured hereby and be allowed in any decree foreclosing this mortgage. of the attorneys it solicitors of the Mortgageo, so made parties, for services in such suit or proceedings, shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges the purpose if such toreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall proceeding, and shall be allowed for the solicitor's tees, and stenographers' fees of the complete abstract of title for

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a Adentive one said shortgages state the placed in possession of the above described premises under 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, pay such custom to back taxes and assessments as may be due on the said premises; pay for and minitarn such insurance in such amounts as shall have been required by the Mortgagee, lease the said premises to the Mortgager 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 rends either within the beyond any period of redemption, as are approved by the court; collect and receive the rends is secured, and profits for the use of the premises hereinabove described, and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

Remover the said Mortgages shall be placed in possession of the above described premises under an order

ness, costs, takes, insurance, and other flems necessary for the protection and preservation of the property. demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedpendency of such toreclosure suit and, in case of sale and a deficiency, during the full statutory period of rehomestend, 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 the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall than be occupied by the owner of the equity of redemption, as a applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of AND IN THE EVENT That the whole of said debt is declated to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filled may at any time thereafter, either before or after safe, 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 any starty claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such any starty claiming and any angle of the right of such said such as a great said such that any such as a such a

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

This rider attached to and made part of the Mortgage between CARLOS SANCHEZ AND MARIA SANCHEZ MORTGAGE CORP Mortgagee, dated OCTOBER 15th.1986evises 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 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, preplams, 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 mentioned in the two preceding subsections of this paragraph and all payments to be made inder 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 (I)insurance premiums;
 - interest on the note secured hereby; and (II)
 - amortization of principal of the said note. (III)

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due inte of the next 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 (37) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of payments made by the Mortgago's 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, shalf 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 pre-eding 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, 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 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 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.

FHA LMC# 535 ILLINOIS

Property of County Clerk's O

CASE #131:4652193-203B

LMC i	4	0258	6037	2	

MORTGAGE RIDER

The Rider, dated t	he 15th. day of OCTOBER , 1986,
amends the Mortgage of	even date by and between
CARJOS SANCHEZ AND MARI	A SANCHEZ
	,
the MORTGAGOR(S), and LY	ONS MORTGAGE CORP, AN ILLINOIS CORP. the Mortgagee
as follows:	
1. In the first unnumber as follows is delete	remparagraph, page two, the sentence which reads
equal to one or mor due on the note, or provided, however,	eserved to pay the debt in whole, or in an amount e month; payments on the principal that are next the filst day of any month prior to maturity; that written notice of an intention to exercise iven at least thirty (30) days prior to prepay-
The first unnumbered of the following:	i paragraph, page two, is amended by the addition
"Privilege is reservinstallment due dat	red to pay the debt, in whole or in part, on any e."
IN WITNESS WHEREOF, CAR	LOS SANCHEZ AND MARIA SANCHEZ
	4,
hes set his hand and sea	1 the day and year first aforesaid.
	CARLOS SANCHEZ
	MARIA SANCHEZ (GFAI)
	(SEAL)
	(SEAL)
Signed, sealed and deliv	ered
In the present of	
wildy.	MICH
(NOTARY)	7

DOOCHU OF COUNTY