

This form is used in connection with nortgages insured under this one- to but-family provisions of the National logsing@cts.

THIS INDENTURE, Made this 10th day of NOVEMBER, 1986 ALBERT T. LEWIS AND ANNE H. LEWIS, HUSBAND AND WIFE AND JANET B. LEWIS, A SINGLE PERSON AND BARTONH. JENKS, A SINGLE PERSON

MORTGAGOR, AND NORWEST MORTGAGE, INC.

86533826 , Managagascands

a corporation organized and existing under the laws of THE STATE OF MINNESOTA 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 FIVE 00/100 THOUSAND AND Dollars (\$ 85,000.00

EIGHT AND ONE -HALF per centum (8.5 97 payable with interest at the rate of per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

or at such other place as the holder may designate in writing, and deliv-WATERICO, IOWA 50704 or at such other place as the he ered; the said principal and interest being payable in monthly installments of AND 58/100 SIX HUNDRED FIFTY THREE Dollars (\$ \*\*\*653. 58

on the first day of JANUARY, 1987 , and a like sum on the first day of each and every month thereafter until for note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be DECEMBER , 2016 due and payable on the first day of

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest a.d. he 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 and the State of Estate situate, lying, and being the the county of Illinois, to wit:

LOT 59 IN WESTERLAWN, A SUBDIVISION OF LOTS 9, 10, 11 AND 12 IN THE COUNTY CLERKS DIVISION IN THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE CITY OF EVANSTON IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS.

PROPERTY KNOWN AS: 2615 HURD EVENUE

EVANSON ILLINOTS 60201

TAX NUMBER: 05-33-428-004

TAX STATEMENTS SHOULD BE SENT TO: GMAC COROPORATION, P.O. BOX 780, WATERLOO, IONA 50704 THIS IS A PURCHASE MONEY SECURITY INSTRUMENT AT 17 AT ED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HERFIN AND THE COVENANTS AND AGRREMENTS OF THIS SECURITY INSTRUMENT

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the units, 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 easter 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 Mortgi gee its successors and assigns, forever, for the purposes and uses begoin 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 assesments 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 berein 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 jursidiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale of forfeiture of the said premises or any part thereof to satisfy the same.

Box 158

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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 invariant the property of the or of the property of the first due of the payers the payers

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 hereal 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 aums to be held by Mortgagee in trust to pay said ground rents, promiums, 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 applied by the Mortgagee to the following items in the order set forth:
- - (1) per nium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance); anium), as the case may be;

    (11) ground in its if any, taxes, special assessments, fire, and other hazard insurance premiums;

    (111) interest or the note secured hereby; and

    (112) amortiza ion of the 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 fair cortgage. The Mortgage may collect a "late charge" not to exceed four cents (4e) for each dollar (5 i) for each payment more than fifteen (15) days in arrears, to to be 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 or 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 payme as made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or in grance 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 Nortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligate in a 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 provisions covered hereby, or if the Mortgagee accquired 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 und r sul section (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall proper vadjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indeptedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter became the for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter exected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, easualt estind contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiur soon such insurance provision for payment of which has not been made hereinbefore.

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 Mortgage, e. 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 1.0 tgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to the Mortgager in event of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at it, option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of forcel sure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and in crest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquirector a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon the Mariage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagoe and shall be paid forthwith in the Mortgagoe to be applied by it on account of the indehtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for income and entering the 90 DAYS from the date hereof (written statement of any officer of the Department of Howing and Urban National Housing Act within Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the 90 DAYS date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such incligability), 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 accrued interest thereon, shall, at the election of the Mortgagee, without notice, become due and payable.

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Page	ગુ	m., and duly recorded in Book	at o'clock
	day of	County, Illinois, on the	
	Jo a:	ed for Record in the Recorder's Offic	DOC: NO:
Notary Public			
Joseph 1986	Je Je	yab AKO   sida lao2 lainaa	GIVEN under my hand and No
	g instrument, , sealed, and d	IR sand purposes therein set forth, in	person whose name THEY person and acknowledged that THE free and voluntary act for the use of homestead.
n fac for the county and State USLOWD W H. JECKS, A SINGLE	. LEWIS. H CTRAB GNA		I, Ale monders, and a solution of the solution
LN BYKKMYK	EAT MORTGA	rs: NORM	STATE OF ILLINOIS $\Box$ $\Box$ $\Box$ $\Box$
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(1v3s) (Sevr)	RT T. LEWI	laevel - laevel	Janet B. LEWIS
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shall inure, to the respective heirs, ser shall include the plural, the plural	and advantages he singular numb	ONTAINED stall oind, and the benefits assigns of the parties, iet 3to. Wherever used, t	THE CONVENANTS HEREIN C
d given by the Mortgagee to any suc- Mortgagor.	рг ресеру зесите	o extension of the time for payment of the de crate to referse in any manner, the original	IT IS EXPRESSLY AGREED that a
	afree:	Stanial followerstres to escape up as 40 (49)	which require the earlier execution or deliv

If Mortgagor shall pay said note z. ib. time and in the manner aforesaid and shall abide by, comply with, and duly perform all the coverants and agreements herein, then this corresponds and void and Mortgagee will, within thirty (30) days after written demand therefore by Mortgagee the couple of all statutes or laws which requires the benefits of all statutes or laws which requires the earlier execution or delinear or enterfacion by samilar execution or delinear or enterfacion by an interpretation or delinear or enterfacion by a superior the earlier execution or delinear or enterfacion by a superior or delinear or enterfacion by a superior or enterfacion or enterf

from the time such advances are m de; (3) all the accrued interest remaining untaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor. Mortgagee, if any, for the mur, see authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, pursuance of any such diere (1) All the costs of such suit or suits, advertising, sele, and conveyance, including actorneys', solicitors', and stemostraphers' fees, outla is for documentary evidence and costs of said abstract and examination of title; (2) all the moneys advanced by the AND THERE SPALL BE INCLUDED in any decree foreelosing this mortfage and be paid out of the proceeds of any sale made in

neys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much addition it indebtedness secured hereby and be allowed in any de-Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorlowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of any other suit, or legal proceeding, wherein the AND IN CASE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be al-

is pending to forcelose this mortgage or a subsequent mortgage. The said Mortgagee in its discretion, may; keep the said premises in good repair; pay such current or back faxes 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 Mortgagor or others upon such terms and conditions, cither within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the premises of the premises. Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action

for the protection and preservation of the property.

issues, and profits when collected may be applied toward the payment of the indebt duess, costs, taxes, insurance, and other items necessary 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 upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without regard to the said Mortgagor, or any party claiming under said Mortgagor, or any party claiming under said Mortgagor, or any party claiming under said Mortgagor in possession of the premises of the persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the persons liable for the payment of the equity of redemption, as a hontestead, enter an order placing the Mortgagee in possession of the premises of the equity of redemption, as a hontestead, enter an order placing the Mortgagee in possession of the premises of the case of said premises of the said premises due the rents, issues, and profits of the said premises of said premises due frents, and such fents, and such fents wind such tents, and such fents wind such fents. Insurance, and other items necessary issues, and notice when collected may be amplied toward the payment of the insurance, and notice, insurance, and other items necessary issues, and notice when collected may be amplied toward the payment of the insurance, and notice, insurance, and other items necessary

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### RIDER TO THE MORTGAGE/DEED OF TRUST/TRUST INDENTURE

incorporated in (the "Security Note to Note Ho and located at	nade this	
2615_HUF	RD AVENUE EVANSTON, IL 60201 (Property Address)	
MODIFICATION Note Holder fu	ONS: In addition to the covenants and agreements made in the Security Instrument, Borrower and orthur covenant and agree as follows:	
A.	Priagraph 2, subparagraph (a) and subparagraph (c) (!) are hereby deleted in their entirety.	
В.	Paragraph 3 is hereby deleted in its entirety and replaced with the following:	
	3. That if the total of the payments made by the Mortgagor under subparagraph (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, 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 subparagraph (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and 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 of the entire indebtedness epresented thereby, the Mortgagee shall, in computing the amount of such indebtedness, and to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subparagraph (b) of paragraph 2 hereof. 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 mill 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 sulpa agraph (b) of paragraph 2 preceding as a credit against the amount of principal then remaining unpaid under said Note.	
C.	The following sentence is hereby added to paragraph 9:	
	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.	
By signing this,	Borrower agrees to all of the above.	
	Borrower OLBERT T, LEWIS	
	Borrower ANNE H. LEWIS	
	Borrower JANET B. LEWIS	
12	BOTTOWER BARTON WILLIE NAME 0327 11/12/86 10:28:00 #0650 # C # 86-533826 COOK COUNTY RECORDER	

FHA One Time MIP Rider NMFL #0324 (R 05/84)

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