

UNOFFICIAL COPY

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

That the Mortgagee shall have the right to pay... the Mortgagee shall have the right to pay...

85 255 105

86558384

571-8501079

MORTGAGE

This form is not a contract... and shall not be used to create a contract...

86558384
11/11/2007
85 255 105

REG-REGORDING TO CORRECT THE NOTARY'S EXPIRATION DATE.



1471

UNOFFICIAL COPY

THE MORTGAGOR FURTHER AGREES THAT SHOULD THIS MORTGAGE AND THE NOTE SECURED HEREBY NOT BE ELIGIBLE FOR ASSURANCE UNDER THE NATIONAL HOUSING ACT WITHIN SIXTY DAYS FROM THE DATE HEREOF (WRITTEN STATEMENT OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT DATED SUBSEQUENT TO THE DATE OF THIS MORTGAGE), INSURE SAID NOTE AND THIS MORTGAGE, BEING DEEMED CONCLUSIVE PROOF OF SUCH ELIGIBILITY, TIME FROM THE DATE OF THIS MORTGAGE, WITHOUT NOTICE, BECOME IMMEDIATELY DUE AND PAYABLE. THIS OPTION MAY NOT BE EXERCISED BY THE MORTGAGEE WHEN THE ELIGIBILITY FOR INSURANCE UNDER THE NATIONAL HOUSING ACT IS DUE TO THE MORTGAGEE'S FAILURE TO REPAY THE MORTGAGE INSURANCE PREMIUM TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

IN THE EVENT OF FAILURE TO MAKE ANY MONTHLY PAYMENT PROVIDED FOR HEREIN AND IN THE EVENT OF A BREACH OF ANY OTHER COVENANT OR TERM OF THIS MORTGAGE, THE DAYS AFTER THE DUE DATE THEREOF, OR IN CASE OF A BREACH OF ANY OTHER COVENANT OR TERM OF THIS MORTGAGE, THEN THE WHOLE OF SAID PRINCIPAL SUM REMAINING UNPAID TOGETHER WITH ACCRUED INTEREST, INCLUDING BUT NOT LIMITED TO THE DATE OF THE NOTE, SHALL BECOME IMMEDIATELY DUE AND PAYABLE. **SEE BELOW**

THE MORTGAGOR HEREBY AGREES TO PAY TO THE MORTGAGEE THE AMOUNT OF ANY SUCH PREMIUMS AND TO PAY INSURANCE POLICIES THEN IN FORCE. THE MORTGAGOR HEREBY AGREES TO PAY TO THE MORTGAGEE THE AMOUNT OF ANY SUCH PREMIUMS AND TO PAY INSURANCE POLICIES THEN IN FORCE. THE MORTGAGOR HEREBY AGREES TO PAY TO THE MORTGAGEE THE AMOUNT OF ANY SUCH PREMIUMS AND TO PAY INSURANCE POLICIES THEN IN FORCE.

IN THE EVENT OF A BREACH OF ANY OTHER COVENANT OR TERM OF THIS MORTGAGE, THEN THE WHOLE OF SAID PRINCIPAL SUM REMAINING UNPAID TOGETHER WITH ACCRUED INTEREST, INCLUDING BUT NOT LIMITED TO THE DATE OF THE NOTE, SHALL BECOME IMMEDIATELY DUE AND PAYABLE. **SEE BELOW**

THE MORTGAGOR HEREBY AGREES TO PAY TO THE MORTGAGEE THE AMOUNT OF ANY SUCH PREMIUMS AND TO PAY INSURANCE POLICIES THEN IN FORCE. THE MORTGAGOR HEREBY AGREES TO PAY TO THE MORTGAGEE THE AMOUNT OF ANY SUCH PREMIUMS AND TO PAY INSURANCE POLICIES THEN IN FORCE.

IN THE EVENT OF A BREACH OF ANY OTHER COVENANT OR TERM OF THIS MORTGAGE, THEN THE WHOLE OF SAID PRINCIPAL SUM REMAINING UNPAID TOGETHER WITH ACCRUED INTEREST, INCLUDING BUT NOT LIMITED TO THE DATE OF THE NOTE, SHALL BECOME IMMEDIATELY DUE AND PAYABLE. **SEE BELOW**

85 255 105

85559384

AND THE SAID MORTGAGOR FURTHER AGREES AND AGREES AS FOLLOWS:
Privilege is reserved to pay the debt, in whole or 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 note and hereon, the Mortgagee will pay to the Mortgagee on the first day of each month until the said note is fully paid the following sums:
DR

UNOFFICIAL COPY

85 255 105

148855395

Filed for Record in the Recorder's Office of Cook County, Illinois, on the _____ day of _____, 1985.
My Commission Expires March 28, 1989
Notary Public
State of Illinois

GIVEN under my hand and Notarial Seal this 21st day of OCTOBER, 1985.

I, THE UNDERSIGNED, a notary public, in and for the County and State aforesaid, Do Herby Certify That DONALD J. RITCHIEY and KATHLEEN A. RITCHIEY, his wife, personally known to me to be the same person whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered, the said instrument as IF FREE and voluntary act for the uses and purposes therein set forth, including the release and conveyance of the right of homestead.

STATE OF ILLINOIS
COUNTY OF COOK

WITNESS the hand and seal of the Mortgagor, the day and year first written
DONALD J. RITCHIEY
KATHLEEN A. RITCHIEY
[Seals and signatures]

THE COVENANTS HEREIN CONTAINED shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagor to any successor in interest of the Mortgagor shall operate in any manner to deprive the original Mortgagor of the benefit of such release or satisfaction of the mortgage.

If Mortgagor shall pay, and not in the time and in the manner aforesaid and shall abide by the covenants and conditions herein, then this conveyance shall be null and void and Mortgagor will, within three (3) days after a written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction of the mortgage.

All the covenants and conditions herein contained shall be binding on the Mortgagor and his heirs, assigns, executors, administrators, successors, and assigns, and shall be binding on the heirs, assigns, executors, administrators, successors, and assigns of the Mortgagor. The covenants and conditions herein contained shall be binding on the Mortgagor and his heirs, assigns, executors, administrators, successors, and assigns, and shall be binding on the heirs, assigns, executors, administrators, successors, and assigns of the Mortgagor.

AND THE FOREGOING shall be binding on the Mortgagor and his heirs, assigns, executors, administrators, successors, and assigns, and shall be binding on the heirs, assigns, executors, administrators, successors, and assigns of the Mortgagor.

AND IN CASE OF FORECLOSURE, the Mortgagee shall have the right to sell the premises hereunder, and the proceeds of such sale shall be applied to the payment of the debt hereby secured, and the balance, if any, shall be paid to the Mortgagor or his heirs, assigns, executors, administrators, successors, and assigns.

AND THE FOREGOING shall be binding on the Mortgagor and his heirs, assigns, executors, administrators, successors, and assigns, and shall be binding on the heirs, assigns, executors, administrators, successors, and assigns of the Mortgagor.

AND THE FOREGOING shall be binding on the Mortgagor and his heirs, assigns, executors, administrators, successors, and assigns, and shall be binding on the heirs, assigns, executors, administrators, successors, and assigns of the Mortgagor.

AND THE FOREGOING shall be binding on the Mortgagor and his heirs, assigns, executors, administrators, successors, and assigns, and shall be binding on the heirs, assigns, executors, administrators, successors, and assigns of the Mortgagor.

AND THE FOREGOING shall be binding on the Mortgagor and his heirs, assigns, executors, administrators, successors, and assigns, and shall be binding on the heirs, assigns, executors, administrators, successors, and assigns of the Mortgagor.

0 0 0 8 5 2 5 5 1 0

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 NOV 24 AM 10:44

86558384

Property of Cook County Clerk's Office

1985 OCT 28 AM 10:14

COOK COUNTY, ILLINOIS
FILED FOR RECORD

85255105

86558384

1. Page 2, the second covenant of the Mortgage 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 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 (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

(b) All payments mentioned in the two preceding subsections of this paragraph 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) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(11) interest on the note secured hereby; and

(111) amortization of principal of the said note.

Any delinquent 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 per dollar 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 (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor, such excess, if the loan is current, at the option of the Mortgagor, or 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 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, in any five percent of the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented hereby; 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 required, 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.

UNOFFICIAL COPY

85 255 105

Property of Cook County Clerk's Office
86558384

X *Kathleen O'Sullivan*
Mortgagor KATHLEEN A. RITCHIEY

X *Donald J. Ritchey*
Mortgagor DONALD J. RITCHIEY

Dated as of the date of the mortgage referred to herein.

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.

2. Page 2, the penultimate paragraph is amended to add the following sentence: