

60860937 131-4661501-703B

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

MORTGAGE

THIS INDENTURE, Made this 20th day of November , 1986, between PETER I PAVEL, AND KIMBERLY A PAVEL, HIS WIFE

, 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

Eighty-Three Thousand, One Hundred Forty-Eight and 00/100 83,148.00) payable with interest at the rate of

Dollars

51/22777 G

Nine & One-Half Per Centum percentum (7 \$ 1/2 per centum (%) 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

Eight Hundren Bixty-Eight and 90/100

Dollars (\$) on the first day 848.90 , and a like sum on the first day of each and every month thereafter until 1, 1987 January 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 Dreymber , 2001

NOW, THEREFORE, the said Mortgagor, 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 Montagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of COOK Illinois, to wit:

LOT 33 IN BLOCK 19 IN WINSTON KNOLLS UNIT NUMBER 3, BEING A SUBBIVISION OF PARTS OF SECTIONS 19, 20, 29 AND 30, ALL IN TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THE PEOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, JANUARY 23, 1970 AS DOCUMINUMBER 21065060, IN COOK COUNTY, ILLINGS.

BCOQ1-30-212-Q17.4

990. Patriot Cane "REFERENCES HOWER TO A MONTHLY MORTGAGE INSURANCE PREMION ARE AMENDED OR DELETED BY THE ATTACHED ENDER TO THIS MORTGAGE."

HOFFman Estates / 60195.

PREPAYMENT RIDER ATIOCAED HERETO AND MADE A PART MEREOE

> DEPT-01 \$15.1 T#0002 TRAN 0265 12/02/86 13:49:00 #3674 *P *--86-573620 COOK COUNTY RECORDER

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.

MAIL

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

personally known to me to be the same person whose name(s) is(are) subscribed to the foregoing instrument, ap-PETER I PAVEL, AND KIMBERLY A PAVEL, HIS WIFE I, the undersioned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That COUNTY OF STATE OF ILLINOIS WITNESS the hand and seal of the Mortgagor, the day and year first written. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the tespective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the singular number shall include the plural the singular number shall include the plural the shall be shall not be shall no

887 E WILHETTE RIAD PALATINE IL 40067 This instrument was prepared by: Margaretten & Coinpliny, Inc.

Filed for Record in the Recorder 2 Office of

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PALATINE, IL 60067 887 WILMETTE ROAD, SUITE E MARGARETTEN & COMPANY, INC.

County, Illinois, on the

Page

m., and duly recorded in Book

o,clock

DOC' NO'

My Commission Expires 8/22/91 Metery Public, State of Illino

GIVEN under my hand cald classacial Sevil he

waiver of the right of homestead ment as (his, hers, their) free and voluntary act for the uses and purposes therein set forth, including the release and peared before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instru-

UNOFFICIAL

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

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 express; provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgage 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 at 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 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 in he 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 prepayment.

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 Mortga or will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

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 insural, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urb. n Development, as follows:

(1) If and so long as said note of even dath and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount safficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage on the 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, it (11) 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-twelth (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 prepaymers.

- A sum equal to the ground rents, if any, next due, plus the premums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaget 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 where the ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee it that to pay said ground rents, premiums, taxes and special assessments; and
- All payments mentioned in the two preceding subsections of this paragraph are 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 Mortgage to the following items in the order et forth:

 (1) premium charges under the contract of insurance with the Secretary of he using and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 (11) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums:
 (11) interest on the note secured hereby; and
 (1V) amortization 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 this mortgage. To Nortgagee may collect a "late charge" not to exceed four cents (4') for each dollar (\$1) for each payment more that 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 payments made under the provisions 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. If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed ceding paragraph.

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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 Mortgagee to release, in any manner, the original hability of the Mortgagor.

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

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagec, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the intense debtedness 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.

resconable sum shall be allowed 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 a compline abstract of title for the purpose of such foreclosure; 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 reason be fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall of the attorneys 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 additional indebtedness secured hereby and be allowed in any decree foreclosing this not tasge.

Whenever the said Mortgagee 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 Mortgagee, in its discretion, may; keep the said premises in good repai; py such current or back taxes and assessments as may be due on the said premises; pay for and maintain such incurrent or back taxes and assessments as may be due on the said premises; pay for and maintain such incurrent or back taxes and assessments is either within or beyond any period of redemption, as are approved by the court; collect and receive the contist, situates, and profits for the use of the premises hereinabove described; and simpley other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of his paragraph.

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 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 applications for appointment of a receiver, or or an order to place Mortgagee in possession of the premises of 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 then the eccupied by the owner of the equity of redemption, as a homestead, enter isn order to collect the rent, issues, and profits of the said premises during the bendency of such fortlaggee which power to collect the rent, issues, and profits of the said premises during the bendency of such fortlaggee which power to collect the rent, issues, and profits of the premises during the bendency of such fortlaggee with power to collect the rent, issues, and profits of the payment of the indebted demption, and such rents, issues, and profits when collected ray be applied toward the payment of the indebted demption, and such rents, issues, and profits of ready forterismes, and such rents, issues, and profits of the profits of the profits of the indebted seat, taxes, insurance, and other items necessary for any profection and preservation of the property.

IN THE EVENT of defaul, 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 immediately due and payable.

THE MOKYGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the Mokygage and the begartment of any officer of the Department of Nousing and Urban Development of such of this mortgage, declining to insure said note and this mortgage, being decident to the 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being decided subsequent to the 60 days time from the date of this mortgage, declining to insure said note and physically, the Mortgage of the holder of the note may, at its option, decide all sums see metaly immediately due and payable.

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 Mortgager to the Afortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured licreby, whether due or not.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereto family 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 will give immediate notice by mail to the Mortgagee, who may make proof of loss if not make 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 Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to directocion of the insurance proceeds, or any part thereof, may be applied by the Mortgager and the property damaged. In the reduction of the insurance proceeds, or any part thereof, may be applied by the Mortgager at its option either to the insurance of this mortgage or other transfer of title to the mortgaged property in extinguishment of the event of foreclosure of this mortgage or other transfer of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 promptend of any premiums on such insurance provision for payment of which has not been made hereinbefore.

ABD AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgages all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

"FHA MORTGAGE RIDER"

PETER I PAVEL AND KIMBERLY A PAVEL, HIS WIFE

This rider to the Mortgage between NOVEMBER 20 , 19 86 is deemed to Margaretten & Company, Inc. dated___ amend and supplement the Mortgage 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) 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
- (b) 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 preniums.
 - interest on the note secured hereby, and II.
 - III. amortization of the principal of the said note.

Any deficiency in the amount of 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" now 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 (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 mortgago 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. 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 incligibility 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".

PETER I PAVEL

MORTGAGOR

Property of Cook County Clerk's Office

FHA# LOAN# 131-4661501-703B

6086-0937

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER,	DATED THE 20TH DAY OF NOVEMBER ,19 86 ,	
AMENDS THE MORTG	AGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,	
THE MORTSAGEE, A	ND PETER I PAVEL & KIMBERLY A PAVEL, HIS WIFE	
6,	, THE MORTGAGOR, AS FOLLOWS:	
1. (THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE SENTENCE WHICH READS AS FOLLOWS IS DELETED:	
•	THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR AN ANCINT 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 PREPAYMENT.	なただり
. 2.	THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, IS AMENDED BY THE ADDITION OF THE FULLOWING:	5573620
	"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE PATE."	
IN WITNESS	WHEREOF, PETER I PAVEL & KIMBERLY A PAVEL, HIS WIFE	
	HAS SET HIS HAND AND SEAL THE DAY AND YEAR	
FIRST AFORESAID.	Ret O Results HONTONOOD O	
•	PETER I PAVEL TRUSTEE'S	К
	Signature Mortgagor o	R
	KIMBERLY A PAVEL TRUSTEE'S SIGNATURE	

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Property of Cook County Clerk's Office