

202001 UNOFFICIAL COPY \$6590782

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 2nd day of December, 1986, between JOSEPH E SLAK, AND LAURA L SLAK, HIS WIFE

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, and [Mortgagor], Mortgagor, and

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

Forty-Six Thousand, Seven Hundred Ten and 00/100 Dollars (\$46,710.00) payable with interest at the rate of Nine Per Centum (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 Three Hundred Seventy-Six and 02/100 Dollars (\$376.02) on the first day of February 1, 1987, 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 January, 2017

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 Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 67 IN FIFTH ADDITION TO LINE WEST MANOR BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PERMANENT TAX NO. 24-22-428-025-0000Y, 4305 WEST 118TH PLACE, ALSIP, ILLINOIS 60458

DEPT-01 \$15.25  
T#0002 TRAM 0310 12/10/86 02:46:00  
4427# B \*86-590782  
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.

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

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# UNOFFICIAL COPY

Property of Cook County, Illinois

at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_  
County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_  
Filed for Record in the Recorder's Office of \_\_\_\_\_ DOC. NO. \_\_\_\_\_



This instrument was prepared by: Margaretten & Company, Inc.  
950 W 175TH ST  
HOMERWOOD IL 60430

Personally known to me to be the same person whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instrument as (his, hers, their) free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  
GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day \_\_\_\_\_ and \_\_\_\_\_  
Notary Public

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That  
JOSEPH E. SLAK, AND LAURA L. SLAK, HIS WIFE

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
-Borrower  
\_\_\_\_\_  
-Borrower  
\_\_\_\_\_  
-Borrower  
\_\_\_\_\_  
-Borrower

Joseph E. Slak  
Laura L. Slak, His Wife

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 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.

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STATE: ILLINOIS

UNOFFICIAL COPY

FILE# : 13-1860094-703

FILE# : 62863442

"FHA MORTGAGE RIDER" 5 9 0 7 8 2

This Rider to the Mortgage between JOSEPH E. SLAK AND LAURA L. SLAK, HIS WIFE  
and MARGARETTEN & COMPANY, INC. dated DECEMBER 2nd,

19 86 is deemed to amend and supplement the Mortgage of the same date as follows:

AND SAID MORTGAGOR covenants and agrees:

1. In the fourth un-numbered paragraph, page 2, the sentence which reads as follows is deleted:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monyhly 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.

2. The fourth un-numbered paragraph, page 2, is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

Joseph E. Slak  
-Borrower  
Laura L. Slak  
-Borrower

Property of Cook County Clerk's Office

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# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

This Rider to the mortgage between JOSEPH E. SLAK AND LAURA L. SLAK, HIS WIFE

and MARGARETTEN & COMPANY, INC., dated DECEMBER 2nd,  
19 86 is deemed to amend and supplement the Mortgage of same date as follows:  
**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 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.

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 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 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:

(1)  
(1)  
(1)

ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; interest on the note secured hereby; and 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. 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 handling delinquent payments. (a)

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 (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 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.

Joseph E. Slak  
-Borrower  
Laura L. Slak  
-Borrower

86590782

# UNOFFICIAL COPY

To keep right records in the office of the Clerk of Cook County, Illinois, the following is a copy of the original records of the Board of Health, Chicago, Illinois, for the year 1908.

In case of the death of a person, the Board of Health, Chicago, Illinois, is notified by the coroner or the police department. The Board of Health, Chicago, Illinois, is notified by the coroner or the police department.

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RECORDS

*[Handwritten signature]*  
Clerk of Cook County