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

TTI- 204807

62855115 131-4220255-503

THIS INDENTURE, Made this

are the same

27th day of

January , 19 86 , between

ROBERT ELLIS JR, AND BARBARA J ELLIS, 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

Bixty-Four Thousand, Four Hundred Fifty-Nine and 00/100

64,459.00

payable with interest at the rate of Eleven Per Centum

%) per annum on the unpaid balance until paid, and made per centum (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

Dollars (\$

Six Hundred Fourteen and 29/100

614, 29) on the first day (Dollars (\$.

of March 19 86, and a like sum on the first day of each and every month thereafter until the note is fully paid, except has the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February , 2016

NOW, THEREFORE, the said 110 tongor, 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 Mort agee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK Illinois, to wit:

BLOCK 1 IN STEVENSON AYRES SUPDIVISION OF THE SOUTH OF TH

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860408

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.

The following has been been

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

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 promptly, when due, any premiums on 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 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 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 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 or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the dimages, 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 Mortgage to the Mortgage and shall be paid forthwith to the Mortgage to be applied by it on account of the indebtedness secured hereby whether due or not.

THE MORTGAGO. FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 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 meking 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 wortgagee, without notice, become immediately due and payable.

AND IN THE EVENT that the whole of air rebi is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filling 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 for 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 be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in posse size of the premises; or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, is use, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a differency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the property.

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 repair; pay such corrrent or back taxes 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, either 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 hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable 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 complete a struct 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 reasonable real and charges 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 mortgage.

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 Mortgagee; 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 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.

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 Mortgage 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.

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 Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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count baragraph.

Attitude total of the payments actually made by the Mortgagor under subsection (b) of the present streams, to cover the extra expense involved in handling delinquent payments.

If the total of the payments actually made by the Mortgagor under subsection (b) of the presentation of the payments actually made by the Mortgagor of the property of the Mortgagor, shall be credited on the Mortgagor. If, however, the monthly payments of the Mortgagor under subsection (b) of the preceding paragraph as all not be sufficient to pay ground entry as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgage any amount necessary to make up the defliciency, on the fact the and sassesments, or insurance premiums, as the case may be, when the same shall become do before the determinents and assessments, or insurance premiums shall be due. The fact the Mortgagor shall pay to the Mortgager any amount necessary to make up the defliciency, on the fact the determinent of such mortgage shall, in computing the amount of such indebtedness, credit to the account of the Mortgage shall, in computing the subsection (c) of the preceding paragraph if there shall be a default under any of the provisions of this mortgage resulting and Uthan Development, and sny balance then the former and provisions of this preceding paragraph if there shall be a default under any of the provisions of the section (b) of the preceding paragraph if there shall be a default under any of the provisions of this devicement of such proceeding paragraphs are the inner of principal inter tensions of the section (c) of the provisions of the section (d) of the preceding paragraph is a credit against the emount of principal inter tensions of the provisions of the section (d) of the preceding paragraph as a credit against the emount of principal interpretation of principal interpretation of principal in the provisions of the preceding paragraph as a credit against the emount of principal interpretation of the concentration of t

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 Mortgagor may collect a "face charge" not to exceed four cents (4) for each payment more the Mortgagor prior to the Mortgagor prior to the Mortgagor prior (15) days in a stream, to cover the extra expense involved in handling delinquent payments.

note secured hereity shall be added together, and this aggregate amount thereof shall payments to be made under the mouth in a single payment to be applied by the Mortgage to the following items in the or, et set forth:

"Off) premium charges under the contract of insurance with the Secretary of the single payment to be applied by the Mortgage with the Secretary of the said Development, or sometime charges under the contract of insurance with the Secretary of the said Development, or monthly charge (in lieu of mortgage insurance premium) as the case may be:

(II) ground remis, if any, taxes, special assessments, fire, and other hazard insurance to mit and the said more assessments, fire, and other payment of the principal of the said note.

(IV) amortization of the principal of the said note.

A sum equal to the ground rents, if any, next due, plus the ore pressions that will next become due and payable on policies of fire and other hazard insurance covering the mort are d oroperty, plus taxes and assessments next due on the mortageed less of aurus already paid therefore divided by the Mortagees less of aurus already paid therefore one month prior to the mortagees are will become delinquent, such sums to be held by Mortages. In trust to pay said ground rents, premiums, taxes and assessments and

(a) An amount sufficient to provide the holder with funds to pay the next mortgage insurance premium, if this instrument and the note secured hereby as a figured, or a monthly charge (in flew of a mortgage insurance premium) If they are held by the Secretary of Housing and Juza Development, as follows:

(b) If and so long as said note of even day, and the instrument are insured or are reinsured under the provisions pay such premium to the 'serienty-of flouring, as influent in order to provide such holder one (I) month prior to the 'serienty-of flouring, in order to provide such holder with funds to gay such premium to the 'Secretary-of flouring, in order to provide such holder with funds to the samended, and applicable Regulation there inder or the date in an amount equal (I) If and so long as said note of even date and althan the Arching in the Resistance of a most of a most of the such premium of the such holder with funds of the such index of the such provide such holder with funds of the such index of the such index of the such index of the such provide such index of the such index on the note compound each in the such print is the secretary of the such index of the such payable on the long as ecount defined or pripty in mist.

That, together with, and in add tion 12, the monthly payments of the principal and interest payable under the terms of the note secured hereby, the Mr. tgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums.

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 of son the note, on the first day of any month prior to maturity; provided, however, that written notice of an interded, to exercise such privilege is given at least thirty (30) days prior to prepay-

AND the said Morragor further covenants and agrees as follows:

satisfy the same. It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), the Mortgage shall not be required nor shall it have the right to pay, discharge, or remove any tex, assessment, or ha upon or against the premises described herein or any part thereof or the improvements situated legal proceeding an the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceeding or not the validity thereof by appropriate least, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to shall the same.

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. Morigages may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs the may pay in good repair, the wortgages may pay in good repairs in the may make such payments, or to satisfy any prior iten or in-

be required by the Mortgagee. 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 ilen of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as herefers provided, until said note is fullypaid, (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 Mortgaget on account of the ownership thereof; (2) which is authority of the ownership thereof; (2) in authority of the Mortgaget in such forms of insurance, and in such amounts, as may be required by the Mortgaget.

AND SAID MORTGAGOR covenants and agrees:

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STATE: ILLIN

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"FHA MORTGAGE RIDER"

This Rider to the Mortgage between ROBERT ELLIS JR. AND BARBARA ELLIS, HIS WIFE

and MARGARETTEN & COMPANY, INC. dated JANUARY 27

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 here-inafter provided, until said note is fullypaid, (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 Mortgageor 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 or, 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 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 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 here 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 profite 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 Mor(sar, or will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

Let An amount of Gains, to provide the holdest of men mith funds to put the manager in manager in the his section of the first of the f

- (a) A sum equal to the ground rents, if any, next due, plus the primiums 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 stready paid therefor divided by the number of months to elapse before one month prior to the date where such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in the top pay said ground rents, premiums, taxes and special assessments; and
- (b) MX 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 Mortgagoe to the following items in the old it set forth:

ground rents, if any, taxes, special assessments, fire, and other hazard insurance prentum.

(III) ground rents, if any, taxes, special assessments, fire, and other hazard insurance prentum.

(III) ground rents, if any, taxes, special assessments, fire, and other hazard insurance prentum.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by u.c Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor may collect a "late charge" not to exceed four cents (4') for each dollar (\$1) for each payment more than file n (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 (EXOf the preceding paragraph shall exceed the amount of the payments made by the Mortgagor under subsection (EXOf 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, 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 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

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"FHA MORTGAGE RIDER" 0 4 0

This Rider to	the Mortgage	between	ROBERT ELLIS JR. AND BARBARA ELLIS, HIS WIFE			
	_		•			and MARGARETTEN & COMPANY, INC. dated JANUARY 27_
19	86 1	e d	веше	i to amen	d and sup	oplement the Mortgage of the same date as follows:
AN	D SAID	MO	RTGAC	GOR coven	ants and	agrees:
	•		In +i	e fourth	เกจาแพกต	ered nargoranh. paga 2 the contenne which reads so

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, or 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 releved to pay the debt, in whole or in part, on any installment due date." Bober Bolan

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