Mortgage

LGAN #85-1438

FHA Case No.:

131:4135507-203

This Indenture, Made this

31ST

day of

JANUARY

, 1986 , between

HAROLD R. ELLIS AND SHARON I. ELLIS, HIS WIFE-----EVERGREEN HOME FUNDING CORPORATION

-----, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF 11.1.INOIS 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 SIXTY TWO THOUSAND SEVEN HUNDRED NINETY NINE AND NO/100-----

(\$ 62,799.00-)
Dollars

payable with interest at the rate of ONE HALF per centum (---11,50%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CRESTWOOD, ILLINOIS or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-MARCH 🗽 19-86, and a like sum of 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 FEBRUARY

Now, therefore, the said Mortgagor, for the bette, 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, bing, and being in the county of and the State of Illinois, to wit:

LOT 24 IN BLOCK 14 IN FABIAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS DOCUMENT WAS PREPARED BY: CAROL RINCHIUSO EVERGREEN HOME FUNDING CORPORATION 4967 WEST 135TH STREET CRESTWOOD, ILLINOIS 60445

PROPERTY, 3757 WEST 60TH PLACE CHICAGO, ILLINOIS 60629

PERM. TAX #19-13-314-001-0000 T

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the roots, issues, and profits thereof; and all analytatus 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 state, 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.

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 keen all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgages in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

This form is used in connection with mortgages insured under the one- to four-ternily programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.

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All issurance shall be carried in companies approved by the Mortgagee and the policies and tenewals 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 Mort gagee, who may make proof of loss it not neade promptly by Mortgagor, and each insurance company concerned is heighly authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mort agee 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 of other transfer of title to the mortgaged property in extrapolishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any main more policies then in force shall pass to the prachaser or grantee.

That if the premises, or any part thereot, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the coasiditation for such acquisition, to the extent of the full amount of in leb edness upon this Mortgage, and the Note secured hereby the array by unpaid, are hereby assigned by the Mortgagor to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or for

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof) written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 90 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 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.

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 notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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 Morteagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such repts, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation 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 paid premises in good repair; pay such current 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 Mortgager 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 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 reasonable fees 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 pursnance 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 postract and examination of title; (2) all the moneys
advanced by the Morangee, if any, for the purpose authorized in
the mortgage with interest on such advances at the rate set forth
in the note secured hardy, from the time such advances are
made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (3) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any,
shall then be paid to the Mortgoor.

If Mortgagor shall pay said note at the line and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then to's conveyance shall be null und void and Mortgagee will, within thirty (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.

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.

the order set forth: payment to be aplied by the Mortgagee to the following items in thereof shall be paid by the Mottgagot each month in a single secured hereby shall be added together and the aggregate amount

charge (in lieu of mortgage inaurance premium), as the case may Secretary of Housing and Urban Development, or monthly (1) becausing charges under the contract of insurance with the

(11) ground rents, if any, taxes, special assessments, fire, and

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(III) interest on the note secured hereby;

(VI) amortization of the principal of the said note; and

(V) late charges.

supsection (b) of the preceding paragraph shall exceed the

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagot 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 (51) for each payment ment more than fifteen (15) days in attears, to cover the extra cypense involved in handling delinquent payments.

become obligated to year of the Secretary of Housing and Urban ton and beganned aft floiffw flquaganaq guibeconq adi to tax noti -basedus to enoisivore ail tabau aban atmentes ffs toesastroM adt puting the a nount of such indebtedness, credit to the account of debieches, represented thereby, the Mortgagee shall, in comof me vote secured hereby, full payment of the entire mshall tender to the Mortgagee, in accordance with the provisions n surance premiums shall be due. If at any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to buy ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient however, the monthly payments made by the Mortgagor under made by the Mortgagor, or refunded to the Mortgagor. If, of the Mortgagur, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgagee for

acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the Lime the property is otherwise default, the Mortgagee shall apply at the time of the commencehereby, or if the Mortgages acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph, if there shall be a default under any of the provisions guibaserd ad to (d) noitseedue to enon-iverq adt tehnu betalumus Development, and Lay balance remaining in the funds ac-

color made under subsection (a) of the preceding paragraph note and shall properly adjust any payments which shall have bise tohan bisqui gain state and tadioning to tanous oilt teajaga under subsection (b) of the preceding pa agrich as a credit

exambational security for the payment to the indebtedness and

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter The soughtield off in this experience as a sign to the Mortgages all

sion for payment of which has not been made hereinbefore. bay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Morigagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by the and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

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by the Secretary of Housing and Urb in Development, as follows:

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(a) An amount sufficient to provide the holder hereof with

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ment, or lien so contested and the sale or toronare of the said which shall operate to present the collection of the tax, assess legal proceedings prought in a court of competent incidiation, faith, contest the cone or the ralidity thereof by appropriate ments similar thereon, so long as the Mongagos shall, in good premises described herein or any part thereof or the unproveor remove any tax, assessment, or tax hen upon or against the shall not be required nor shall it have the eight to pay, discharge, **३३४४४३ १०१५** अहे अस्त क्षेत्रकातिकारोत्राकार से अस्त स्था हो। इति स्थान

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said premises in good repair, the Mortgagee may pay such taxes,

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THIS INSTRUMENT WAS PREPARED IN OFFICIAL COPY FRA Case # 131:4135507-203

EVERGREEN POLIE FUNDING CORPORATION

4967 WEST 135TH STREET CRESTWOOD, ILLINOIS 60445

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between BAROLD R. ELLIS AND RON I. ELLIS, HIS WIFE , Mortgagor, and EVERGREEN HOME FUNDING CORPORATION SHARON I. ELLIS, HIS WIFE dated JANUARY 31, 1986 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor 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 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 Mrrigagee) less all sums already paid therefore 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 Mortgages in trust to pay said ground rents premiums, taxes and special assessments; and
- (b) All payments mortioned in the two preceding subsections of this paragraph and 417 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 premiums;
 - (11) interest on the note secured hereby, and
 - (111) amortization of 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 Mortgages may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1.00) for each payment "ore than fifteen (15) days in arrears, to cover the extra expense in to read 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 wade by the Mortgages for ground rents, taxes and assessments, or insurance premiums, so 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 (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 become due. If at any time the Mortgagor shall tender to the Mortgagoe, 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 default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgages 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 (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgages's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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

Mortgagor HAROLD R. ELLIS

Mortgagor SHARON I. ELLIS, HIS WIFE