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This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (i), 203 (j) and 245 (Reference Mortgage Letter 83-21)

31-34116815-203B

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

MORTGAGE

2209

0-372-1 (2) 20f3

THIS INDENTURE, Made this 12TH day of FEBRUARY, 19 86 between MAYWOOD PROVISO STATE BANK AS TRUSTEE, UNDER TRUST AGREEMENT DATED JANUARY 30, 1986 AND KNOWN AS TRUST NUMBER 6881.

CAPITAL MORTGAGE FUNDING CORPORATION Mortgagee. a corporation organized and existing under the laws of THE STATE OF ILLINOIS Mortgagor, and 86069553

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 THIRTY FIVE THOUSAND EIGHT HUNDRED AND NO/100--- Dollars (\$ 35,800.00)

payable with interest at the rate of ELEVEN & ONE HALF per centum ( 11.500%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO, ILLINOIS 60606 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 FIFTY FOUR AND 52/100--- Dollars (\$ 354.52 ) on the first day of APRIL, 19 86 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 MARCH, 2016

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:



15-11-341-009 R.P. ALL Lots 19 and 20 in Block 109 in Maywood in the Southwest 1/4 of Section 11, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

RECORD AND RETURN TO:

CAPITAL MORTGAGE FUNDING CORPORATION 222 WEST ADAMS - SUITE 894 CHICAGO, ILLINOIS 60606

7025 7th Ave Maywood, Ill.

PREPARED BY: JOCKLYN BATEY

CHICAGO, IL 60606

86069553

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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.

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.

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Property of Cook County Clerk's Office

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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 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 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 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 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 such 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 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.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

86069553

[SEAL] MAYWOOD PROVISO STATE BANK AS TRUSTEE, UNDER TRUST AGREEMENT DATED JANUARY 30, 1986 AND KNOWN AS TRUST NUMBER 6881. [SEAL]

STATE OF ILLINOIS

COUNTY OF

I, \_\_\_\_\_, a notary public, in and for the County and State aforesaid, Do Hereby Certify That \_\_\_\_\_, his wife, personally known to me to be the same person whose name IS \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed, and delivered the said instrument as 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 \_\_\_\_\_, A. D. 19 \_\_\_\_\_

Notary Public

DOC. NO. \_\_\_\_\_ Filed for Record in the Recorder's Office of \_\_\_\_\_ County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

15-11-341-009

COMMONLY KNOWN AS :  
702 SOUTH 7TH AVENUE  
MAYWOOD, ILLINOIS 60165

HUD-92116M (5-80)

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My commission expires: 7/18/87

NOTARY PUBLIC

*[Signature]*

Given under my hand and Notarial Seal this 19 day of 1986

I, the undersigned, a Notary Public in for said County, in the State aforesaid, HEREBY CERTIFY, that M. Brennan, Asst. Trust Off. of the MAYWOOD-PROVISO STATE BANK, and Roger Bucak Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledge that they signed and delivered this said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF COOK

SS.

ASSISTANT SECRETARY

ATTEST:

*[Signature]*

Assistant Trust Officer

SEAL

CORPORATE

MAYWOOD-PROVISO STATE BANK, as Trustee

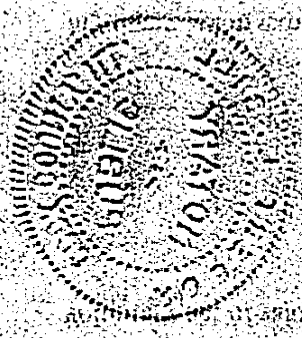
IN WITNESS WHEREOF, MAYWOOD-PROVISO STATE BANK, as Trustee as aforesaid and not personally, has caused this Mortgage to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

This Mortgage is executed by MAYWOOD-PROVISO STATE BANK, not personally but as Trustee, as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on MAYWOOD-PROVISO STATE BANK, as Trustee, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of said Note.

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IN SENATE  
JANUARY 13 1898  
COMMISSIONER OF THE LAND OFFICE  
STATE OF ILLINOIS

COUNTY OF COOK  
STATE OF ILLINOIS

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IN SENATE  
JANUARY 13 1898  
COMMISSIONER OF THE LAND OFFICE  
STATE OF ILLINOIS

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RIDER TO THE MORTGAGE DEED OF TRUST AGREEMENT, INSTRUMENT NO. 3

This Rider is made this 12th day of FEBRUARY, 19 86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Trust Indenture (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CAPITAL MORTGAGE FUNDING CORPORATION (the "Note Holder") of the same date (the "Note") and covering the property described in the Security Instrument and located at 702 SOUTH 7th AVENUE MAYWOOD, ILLINOIS 60165 (Property Address).

**MODIFICATIONS:** In addition to the covenants and agreements made in the Security Instrument, Borrower and Note Holder further covenant and agree as follows:

- A. Paragraph 2, subparagraph (a) and subparagraph (c) (1) are hereby deleted in their entirety.
- B. Paragraph 3 is hereby deleted in its entirety and replaced with the following:
  - J. That if the total of the payments made by the Mortgagor under subparagraph (b) of Paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, 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 subparagraph (b) of Paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and 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 indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subparagraph (b) of Paragraph 2 hereof. 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 subparagraph (b) of Paragraph 2 preceding as a credit against the amount of principal then remaining unpaid under said Note.

C. The following sentence is hereby added to paragraph 9:

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

By signing this, Borrower agrees to all of the above.

Borrower  
MAYWOOD PROVISO STATE BANK AS TRUSTEE, UNDER TRUST AGREEMENT DATED JANUARY 30, 1986 AND KNOWN AS TRUST NUMBER 6881.

Borrower  
By: [Signature]  
Assistant Trust Officer

-86-069553

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This document is a copy of the original document and is not to be used as evidence in any court of law. It is intended for informational purposes only. The original document is located at 305 South Van Avenue, Raywood, Illinois 60881.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 1st day of February, 1988.

Paragraph 1 is hereby deleted in its entirety and replaced with the following:

Paragraph 2, subparagraph (a) and subparagraph (b) are hereby deleted in their entirety.

Paragraph 3 is hereby deleted in its entirety and replaced with the following:

1. That if any part of the payments made by the mortgagor under subparagraph (a) of paragraph 1 hereof shall exceed the amount of payments actually made by the mortgagor for principal and interest or assignment of insurance premiums, as the case may be, such excess if the loan is current, at the option of the mortgagee, shall be credited on independent payments to be made by the mortgagor or retained to the mortgagor. If, however, the monthly payments made by the mortgagor under subparagraph (a) of paragraph 1 hereof shall not be sufficient to pay principal, interest and insurance, as the case may be, then the mortgagor shall pay to the mortgagee the amount necessary to make up the deficiency on or before the date when payment of such amount is due, as determined by the mortgagee. If the mortgagor fails to make such payment, the mortgagee shall be authorized to the extent of the deficiency to sell the property 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 indebtedness owing to the mortgagee, the mortgagee and balance remaining in the funds accumulated under the provision of subparagraph (b) of paragraph 2 hereof. If there shall be a deficit under any of the provisions of this mortgage resulting in a public sale of the property covered hereby, or if the mortgagee acquires the property covered hereby, the mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is disposed of, the balance then remaining in the funds accumulated under subparagraph (b) of paragraph 2 hereof as a credit against the amount of principal then remaining unpaid under said Note.

The following sentence is hereby added to paragraph 3:

This option may not be exercised by the mortgagor when the indebtedness is in arrears under the National Housing Act or the mortgagor's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

By signing this, borrower agrees to all of the above.

RAYWOOD PROVISO STATE BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 30, 1988 FIRST KNOWN AS TRUST NUMBER 6881

88-022223