LOAN # 025840133 PREPARED BY: Lynn A. IYONS MORTGAGE CORP RETURN TO: Tils form is used in connection with more one to lour-family provisions of the National LYONS MORTGAGE CORP 2 CRUSSROADS OF COMMERCE Housing Act. ROLLING NEADOWS, IL 60008

BEN W. PRUMIUS AND THE, Made this

28th

March day of

86123572 between

LAURA A. BRUINIUS , HUSBAND AND WIFE LYONS MORTGAGE CORP

a corporation organized and existing under the laws of THE STATE OF ILLINOIS

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

FIFTY FIVE THOUSAND FOURTEEN AND 00/100

Dollars (\$ 55,014.00

TEN AND 000/1000

10,000 %) per annum on the unpaid batper centum (payable with interest at the rate of ance until paid, and made payable to the order of the Mortgagee at its office in ROLLING MEADOWS, IL 60008 or at such other place as the holder may designate in writing, and deliver-

ed; the said principal and interest being payable in monthly installments of

FOUR HUNDRED FACTLY TWO AND 79/100 Dollars (\$ 482.79) on the time way of MAY , 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 AFRIL, 2016 payable on the first day of

NOW, THEREFORE the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and he performance of the covenants and agreements berein contained, does by these presents MORTGAGE and WARKANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COCK and the State of Illinois, to wit:

LOT 24 IN BLOCK 2 IN PARKSIDE A SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 330 FEET OF THE WEST 330 FEET THEREOF) IL S'C'LION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLIN'18. 3004 CO.

16800 Riverside Dr. Tinley Park ILGOUTT

28-30-203-003 74

See attached Prepayment Rider made a part hereof. See attached One Time MIP Rider made a part hereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the tents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying of distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, and building now or hereafter standing on said land, and also all the estate, right title, and interest of the said Month. gagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtence and fixtures, unto the semi Mortgagee, its successors and assigns, forever, for the purposes and usen herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Linois, 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, unything 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 Mongrey, as here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and ussessment so said prem-ises, 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 inthe case of the refusal or neglect of the mortgagor to make such payments, or to satisfy any prior fiel of the cumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the 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.

Replaces FHA-2116M, which may be used until supply is exhausted

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

UNOFFICIAL COPY

AND THE PROPERTY OF THE PROPER

The state of the s

The state of the s

The state of the s

ACCULATION OF THE ACCOUNT

This keep to large the control of th

The state of the s

The state of the s

UNOFFICIAL CORY :

- 3

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 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 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 forcelosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, 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 force-lose 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 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, assues, and profits for the use of the premises have mahove 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 (ees, and stenographers' fees of the complainant in such proceeding, and (1s) for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such 'forclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party there. Ay reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or sail trips of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further ben and charge apon 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 HE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in purs arce of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including atterneys', solutiors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and eximitation of title; (2) all the moneys advanced by the Mortgage, if any, for the purpose authorized in the mort age 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 Mc(tg)per.

If Mortgager 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 he in, then this conveyance shall be null and void and Mortgager will, within thirty (30) days after written den and 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 Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the true for payment of the dobt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor van'l operate to release, in any manner, the original limbility of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the cenefits 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 musculine gender shall include the feminine.

the feminine.	he hand and seal o	of the Mortgagor, the da		r ilst written.		[SEAL]
STATE OF ILLI	NOIS					
COUNTY OF COO	ж		8.87			
aforesnid Do He MA A. He and person whose na person and ackno free and voluntar of homestead.	me wledged that	BEN W. BRUINTUS AND ND WIFE subscribed to the fo signed, sealed, and purposes therein set all Seal this	AXXXXX his wile regoing ins and deliver t forth, inc	ed the said ins	nown to me to ared before metrument as ase and waive	be the same this day in
DOC. NO.	Filed	for Record in the Recor	der's Offic	e of		•" .
	(County, Illinois, on the		day of		A.D. 19
at o	'clock	m., and duly recorded in	1 Book	of	Pag	g e
						<u> </u>

[NETHE EVENT 10] detail of detail and an analymonthly payment provided for herein and in the note secured herein the sort and in an analymost and payable.

[NETHE EVENT 10] detail and an analymonthly payment provided for herein and in an analymost and payable.

[NETHE EVENT 10] detail and an analymonthly payment provided for herein and in the note secured in an analymost and an analymost analymost and an analymost and an analymost analymost and an analymost and analymost analymost and an analymost analymost and an analymost and analymost analymost analymost and analymost analymost analymost analymost and analymost a

series of the first seed of th

-dulould ded (11m pue us a 100) and An parmanago (400 as appoint to the province of the provin

AND the said Mortgego: further covenants and agrees as follows:

Interpretation one or more monthly payments

The painting of the said Mortgego: further covenants and anymonth prior to metulty; provided however,

The painting of the said more construction of the said on the street of say worth prior to metulty; provided however,

The painting of the said Mortgego: In the said on the street of the said on the street of the said on the - Z

UNOFIDER OF SHAVE ILLEGIS FY 2 MORTGAGE HUD-92116M (5-80)

FILA CASE NO. <u>131:431162</u>**20**3 131:4311627-203

This rider attached to and made part of the Mortgage between BEN W. BRUINIUS AND LAURA A. BRUINIUS Mortgagor, and LYONS MORTGAGE CORP Mortgagee, dated 3/28/86 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 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 mercloned in the two preceding subsections of this paragraph and all payments to be mid 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 section:
 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiuts;
 - (II) interest on the note secured hereby; and
 - (III) 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 fue date of the next payment, constitute an event of default under this mortgage. The Yor gages may collect a "late charge" not to exceed four cents (4c) for each dolla: (\$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 payments made by the Mortage or under subsection (a) of the preceding paragraph shall exceed the amount of the payments a tually 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 (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, 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 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.

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

"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.

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

lortgagor

BEN W. BRUINLUS

FHA ILLINOIS

LMC# 535

oregagor LAIRA A PRINTING

UNOFFICIAL COPY AMEDITES: 171 731:4711627-203

This cides different to and made part of the Hortgage berwhen Men V. REDINOUS AND LAIM A. MENIAUS MOTIFIED BY INDICATED BY Northeen asifollows:

Theory of behavior at regulation of the more area at 1990 and

That, roustier whole, and an addition to the monthly phyments of principal and interest of the Moder Libe forms of the note such ted hereby, the Moregains will have to The Norwest on the solution day of alco wents and the solution of the last contract and lolicwing aums:

- a som equal to the ground rears, if any, out due, plus the presjum that will near ecome the true payents, on neltering of three and oches breats location no widering but the nor reaged property, plus taxes and assessments next and on the margaged aroperty. could be succeeded by the Northneed less all sums alicady found they are divided by the anguer of monchs to elapse before one worth prior to the date of an each event Tents intentions, tokes and assessments will become oblinguent, such nume to be not by noticellasted the contraction of the particular to the contraction of the cont mepts: and
- at they mentioned in the two preceding subsections of the paragraph and all Par ments and the made, under the note accured hereby shall be at ded together and rim astrogare amounts thereof shall be paid by the fortseper each month in a single payment at her applied by the Norugagoe to the ferlowing at our the order of Clor

Bround wenter the any taxes, special assessment fore, and other hand Ansurance prentums:

interest on the note secured hereby; and morthiagion of principal of the said one. (22)

(III)

Any destriager instre andunt of any such age, water monthly payment shall, entern made good by the foregagor prior, to the due date of the nave payment. Constitute an event or defents, understate mortgage. The Mart, and may college affice charge not to avoid the rest that the college carry and the college college chart the personal mare than titteen (1) and each personal mare than titteen (2) and each to approve the sample of the college to be annotived to head ing deliagoes payrour.

TI THE TREAT OF BATHEOLS WATE DE LES MORNES ACCESSED BACES OF CARE DE CONTRACTOR OF THE PERCENTER PROPERTY WAS BOUNDED BY CONTRACTOR OF THE PROPERTY OF THE PR Tental and the property of the sales problems, as the cost by, such costs of the The does like correctly at the opening the Morenagor, shall be bredited on subscottent to the best to the best of the best by the best by the best by the best by the Morenagor, the tentals best by the best by t Buttantum en par ment to release and ansures, or draumage premium, as the case sage respondent on vaculture to sage to many allegans and sub anonad the sage and many as year ary amount necessary of many superior defectioney, on or necess the date unen payment of our STRUMGER STEEL SEE SEE STEEL OF THE STEEL OF THE STRUMGER SHALL OF The SEE THE TRUMGER STRUMGER STRUMG dortrenos shall tander to the Mortsegne, is accardance with the recorsions of the more sagured never that payment of the entire indebtedness felt seatted thereby, the liter some negative of the several of these or albert estates decir Hous to Income and the several of the control of the character and tenur portions about all at actions the control of will be should be the to the table allegable and Clama with 11 . Accide to the beginning mervance te . Ing in a public said of the premises covered harosy, or if the nerronce The Property between second default, and the capes should apply, and the cape of the commencement of such proceedings or at the time bin property as otherwise good, red The valance tens to (a) not reason touch at eccurry to the free tensection (a) of the processing paragraph as a tradit against the amount of principal then remeintant copers under said

Page 32 ene conditionate paragraph is opended to add the foliowing sentence:

This quiton may not be exercised by the Mortsonee when the Landy text for restrance more the National Housens are is due to the Morrenger's firster to

pered as of the larger the marchage referred to herein.

HALL MINNING

AHT

JEDMIJSI

383 ADMI

UNOFFICIAL CORY 2

CASE #1314311627 -203

LMC # 025840133

MORTGAGE RIDER

	The	Rider,	dated	the	28th	day o	f	March		1986,
ame	ends tl	ie Mort	gage of	even d	late by	and bet	ween			
BEN	W. BRU	INIUS	AND LAUF	A A. BR	UINIUS					
-		0,								
the	MORTO	GAGOR(S	and I	LYONS MC	RTGAGE	CORP, AN	ILLI	NOIS COL	RP, the Mo	rtgagee
	follow		1/1	•						
1.	In th	ne firs Ollows	t unnum is dele	terad pa	aragrapi	ı, page	two, t	the sent	ence which	h reads
	equal due d provi	to on the ded, h	e or mo note, owever,	re mont on the that w	(1) pay first c rittes	ments of lay of a notice	n the any mo of ar	princip onth pr i intent	or in al al that a tor to mailon to sprior to	re next turity; xercise
2.	The f	irst u e foll	nnumber owlng:	ed para	graph,	pag () wo	, is	amended	by the a	ddition
•			is rese t due da		pay th	e debt,	.t.r. wi	nole or	in part,	on any
IN	WITNES	S WHEE	REOF BEN	W. BRUINI	us and la	ura a. Bri	UINIUS	6/2		
									Ζ.	
has	set h	is band	d and se	al the	day and	year f	irst a	foresal	d.()	
*****				a	_ ~	- Bu				(SEAL)
3000 e	Q rusprussis	7		BENT	BRUINI	US		-		(s⊵al)
1	1 00	MAI	L	LKURA	A. BROI	NIUS	TYXX	ALAKI2		(SEAL)
1	7	<u> </u>	······································	*****						C
···		2								(SEAL)
•										
	ned, so		and delt	vered Mac l	23 A2	6214 1444 6-1430				
	K)	7-6 (O 4	(NOTARY		CICIC	abb:				
			(110111111	,		RAN 0008				
						3/Fe 1				
						21—95 8/16/16				
						10 Kg		711780	is - LHC	#688
FHA	Prepay	ment R	ider			67.5257- 09:12:41 98/1		TPPTVC	ינט – גינט	- 000

-SCHOOL

The sale of the sa

MORTGAGE RIDER

The Ridge dated the 28th day of March 1986
amends the shrtgage of even date by and becauen
REM RU BRUTNIUS LAND LAURA AT BRUTHIUS
THE ROPTGAROR(S) SAND LYONS MORTGAGE CORP. AND HALLHOLS CORP. 100 MOTERAGE.
the fittle fitte unmandered paragraph, page two, the tence which tends satisfices is deleted;
The privilege 18 temerved to pay the debt to shole, or to an amount equal to one or mote manning to one or mote many the principal that are quarture of the principal that are quarture of the principal that are shoultry from the start of the manner prior to each try from the principal source of the privilege is given at least rictly (30) days before to prepay ments.
The first minumbered paragraph, see two, is smeaded by the addition
Triviloge 15 reperved to use the defit. to whole or th part, on any
IN WITHERS WHEREOF BEN W. "N'ULTUS AND LAURA A. DRUDNING.
tag sat tis hand and neal the day and year cires aforesaid.
BERNHUS (SEAL) LAUNA A. DEGINIUS (SEAL) (SEAL)
(46.15)

4-1 1-2	Letav	Lah baa bela	re bernalda
11 12	Markock		
N TO	Life contract to the second se	ZHATOWI	
異語事			
			1. 18 1. 18
3.10			

ria fregnancia. Alder

12357