

# UNOFFICIAL COPY

## MORTGAGE

60856534  
131-4270601-503B

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

THIS INDENTURE, Made this 20th day of March, 1986, between  
CARL V. BENOIT, AND KATHLEEN BENOIT, HIS WIFE

86123908

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

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

Seventy-Two Thousand, Four Hundred and 00/100 Dollars  
(\$ 72,400.00 ) payable with interest at the rate of

Eleven Per Centum ( 11 % ) 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

Six Hundred Eighty-Nine and 97/100 Dollars (\$ 689.97 ) on the first day of May 1, 1986, 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 April, 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:

LOT 29 IN BLOCK 1 IN THE SUBDIVISION OF THE WEST HALF OF LOTS 11 AND 12 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 13-16-416-002 TP

"REFERENCES HEREIN TO A MONTHLY MORTGAGE INSURANCE PREMIUM ARE AMENDED OR DELETED BY THE ATTACHED RIDER TO THIS MORTGAGE."

PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF

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.

5/29/86 3033

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15<sup>00</sup> MAIL

MAIL TO:



MARGARETTEN & COMPANY, INC.

887 WILMETTE ROAD, SUITE F

PAVANE, IL 60657

DEPT. OF RECORDING  
\$15.25  
and duly recorded in Book  
DEPT. OF RECORDING  
\$15.25  
86 123908

Filed for Record in the Recorder's Office of  
County, Illinois, on the

887 WILMETTE ROAD  
PAVANE, ILL. 60657  
MARGARETTEN & COMPANY, INC.

Notary Public

*March 1986*  
day  
1986

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, acknowledged that he/she/they signed, sealed, and delivered the said instrument for the uses and purposes therein set forth, including the release and

CARL V. BENDIT and KATHLEEN BENDIT, HIS WIFE  
the undersigned a notary public in and for the county and State aforesaid. Do Hereby Certify That

-Borrower

-Borrower

-Borrower

-Borrower

*Kathleen Bendit*  
KATHLEEN BENDIT, HIS WIFE

*Carl V. Bendit*  
CARL V. BENDIT

THE GOVERNANTS 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 Mortgagee, the day and year first written.

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AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee 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 damages, 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 Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR 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 or 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 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 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 foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, cost, 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 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 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 Mortgagee 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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The amount of the payments made by the Mortgagee under subsection (b) 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 as to be credited on subsequent payments to be made by the Mortgagee. If, however, the monthly payments made by the Mortgagee 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, the Mortgagee shall, in computing the amount of such independent credits to the account of the Mortgagee, have the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due, and pay the same to the Mortgagee, or to the person to whom the Mortgagee shall have assigned the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee 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 of not to exceed one percent (1%) for each payment (5) for each payment month fifteen (15) days in arrears, or the entire amount of the delinquent payment, whichever is greater, in addition to the aggregate monthly payment. (1) The amount of the principal of the note shall be paid by 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 independent credits to the account of the Mortgagee, have the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due, and pay the same to the Mortgagee, or to the person to whom the Mortgagee shall have assigned the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the terms of the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Mortgagee or the person to whom the Mortgagee shall have assigned the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due, and pay the same to the Mortgagee, or to the person to whom the Mortgagee shall have assigned the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. (d) A sum equal to the ground rents, taxes, assessments, or insurance premiums that will next become due and payable on the next date of the ground rents, taxes, assessments, or insurance premiums next due on the property, plus taxes and assessments next due on the property, shall be paid by the Mortgagee or the person to whom the Mortgagee shall have assigned the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due, and pay the same to the Mortgagee, or to the person to whom the Mortgagee shall have assigned the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due.

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 Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following amounts:

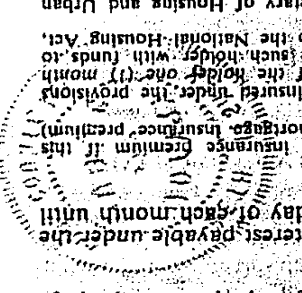
AND the said Mortgagee further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal thereof, on the first day of any month prior to maturity, provided, however, that written notice of an intent to exercise such privilege is given at least thirty (30) days prior to prepayment.

It is expressly provided, however, that the provisions of this mortgage to the contrary notwithstanding, that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or lien upon the premises described herein or any part thereof, or the improvements situated thereon, or to satisfy any prior lien or incumbrance on the 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 extent that the Mortgagee in its discretion it may deem necessary for the proper preservation thereof, and any money 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 Mortgagee.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance on the 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 extent that the Mortgagee in its discretion it may deem necessary for the proper preservation thereof, and any money 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 Mortgagee.

AND SAID MORTGAGOR covenants and agrees:



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*Kathleen Benoit*  
KATHLEEN BENOIT  
MORTGAGOR

*Carl W. Benoit*  
CARL W. BENOIT  
MORTGAGOR

This rider to the Mortgage between CARL W. BENOIT & KATHLEEN BENOIT, is amended to amend and supplement the Mortgage of same date as follows:

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 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 Mortgagee to the following items in the order set forth:

- I. ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
- II. interest on the note secured hereby, and
- III. 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 (4c) for each dollar (\$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 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 (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, 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. 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 Mortgagee, 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 acquired 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.

Paragraph 5 of pg. 3 is added as follows: "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".

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REGISTERED

Handwritten signatures and names at the top of the page, including "K. J. ...".

THE STATE OF TEXAS, COUNTY OF ...  
I, the undersigned, Clerk of the County of ... do hereby certify that the within and foregoing is a true and correct copy of the ... as the same appears from the records of the County of ...

Witness my hand and the seal of the County of ... at the City of ... this ... day of ... 19...  
Clerk of the County of ...

Notary Public in and for the State of Texas  
My Commission Expires ...

86123908

SETTLEMENT AGENT

*[Handwritten signature]*

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

MORTGAGOR OR TRUSTEE'S SIGNATURE  
MORTGAGOR OR TRUSTEE'S SIGNATURE

*[Handwritten signatures of Carl V. Benoit and Kathleen Benoit]*

CARL V. BENOIT  
KATHLEEN BENOIT

FIRST AFORESAID.

HAS SET HIS HAND AND SEAL THE DAY AND YEAR

IN WITNESS WHEREOF, CARL V. BENOIT & KATHLEEN BENOIT, his wife

1. IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE SENTENCE WHICH READS AS FOLLOWS IS DELETED:  
 THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR 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.
2. THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, 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."

THE MORTGAGOR, AS FOLLOWS:

AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC., AND THE MORTGAGEE AND CARL V. BENOIT & KATHLEEN BENOIT, his wife

THIS RIDER, DATED THE 28th DAY OF MARCH, 19 86,

FHA MORTGAGE PREPAYMENT RIDER



# UNOFFICIAL COPY

8 0 9 2 1 0 0

80833308

IN THE PRESENCE OF:  
SIGNED, SIGNED AND DETACHED

*[Handwritten signatures]*

SIGNATURE  
NUMBER 2  
WORKSHEET OR  
SIGNATURE  
NUMBER 2  
WORKSHEET OR

11221 10012119

DATE SET HIS HAND AND SEAL THE DAY AND YEAR

IN WITNESS WHEREOF, I HAVE HEREBY SIGNED AND SEVEN BEHOLD, HIS OFFICE

IN WITNESS WHEREOF, I HAVE HEREBY SIGNED AND SEVEN BEHOLD, HIS OFFICE

BY THE ADOPTION OF THE FOLLOWING:

5. THE FIRST PARAGRAPH OF ARTICLE 10, IS AMENDED

(30) THAT EACH TO BEYOND  
TO BEYOND EACH BEYOND IS EACH VI THAT THAT  
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THE THAT DAY OF AN MONTH BEYOND TO BEYOND  
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OF BEYOND BEYOND TO ONE OF BEYOND BEYOND  
THAT BEYOND IS BEYOND TO BEYOND THE BEYOND IN MONTH

SENTENCE WHICH BEYOND AS BEYOND IS DELETED:

1. IN THE FIRST PARAGRAPH OF ARTICLE 10, THE

THE BEYOND AS BEYOND:

THE BEYOND AND BEYOND BEYOND BEYOND HIS OFFICE

BEYOND THE BEYOND OF EACH DAY BY AND BEYOND BEYOND AND COMPANY, INC.

THIS BEYOND DATED THE BEYOND DAY OF BEYOND, 19 BE

BY BEYOND BEYOND BEYOND