JNOFFICIAL

MORTGAGE

This prm used in the four-family provisions of the National Housing Act.

THIS INDENTURE, Made this 28TH MARCH day of JORGE I. ORTEZ AND LIDIA ORTEZ, HUSBAND/WIFE

, between

141103085

86124017

RESIDENTIAL FINANCIAL CORF. a corporation organized and existing under the laws of

NEW JERSEY

Mortgagec.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even date horewith, in the principal sum of THIRTY-FOUR THOUSAND, TWO HUNDRED AND 00 /100

Dollar (\$

34,200.00

TEN

payable with interest at the rate of 150 / N/ N/ N/ N/ per centum (10.0004 196) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

or at such

1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470 place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

THREE HUNDRED AND 13 /100

Dollars (\$

) on the first day

οſ \$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 princip a aid interest, if not sooner paid, shall be due and payable on the first day of APRIL 2016

NOW, THEREFORE, it a said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following less bed Real Estate situate, lying, and being in the County of Illinois, to wit:

LOT 30 IN BLOCK 22 MIN CPANT LOCOMOTIVE WORKS ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ILL COOK COUNTY, ILL INDIS.

"SEE ATTACHED PREPAYMENT OPTION RIDET TO MORTGAGE MADE A PART HEREOF." "SEE ATTACHED ONE TIME MIP PAYMENT RIDER TO MORTGAGE MADE A PART HEREOF."

Permanent Index Number: 1 10 = 1

TOOETHER, with all and singular the tenements, hereditaments and appurtenances there and phonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of suppyling or distributing heat, light, water, 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 in creat of the said Mortgagor in and to said

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 Homes ead 1 xemption 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 viereof, 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 mortgages, 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 Mongagor 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 saki premises or any part thereof to satisfy the same.

BOX 159

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

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the said promisor; pay for and marriain such insurance in such amounts as shall have been required by the Morigagest lease the said and the said promisor; pay for and marriain such insurance in such amounts as such promises and nearly could not be been placed and supported by the court; could not be countried. the said Morteage. In its discretion, may keep the said pramises in good repair, pay such current back taxes and When the places of the short of the short described premises under an event in which an action is pending to

In present of the premises, or appoint a receiver for the honeit of the Mortgages with power to collect the redemption, and such materials of the fall statutory period. Of redemption, and such rents, during the full statutory period. Or redemption, and such redemption and the predection and the predection of the indeptedness, costs, insurance, and other items necessary for the protection and a definition of the indeptedness, costs, insurance, and other items necessary for the protection and a definition of the indeptedness, costs, insurance, and other items necessary for the protection and a series insurance, and other items necessary for the protection and a series insurance, and other items necessary for the protection and a series in the contract of the indeptedness of the indeptedness. es or suppoint a receiver for the benealt of the Mortgages with power to collect the rents, leaves, and profits of the he shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order es of the person or persons liable for the payment of the indebtedness seen har purpose, the court in which such our is mon may at any time discharge, and the time of such applications for appointment of an included Montager, and without regard to the solvency or insolvency at the time of such applications secured hereby, and Dies auf to sold in the state of the sale of the sale of the sale and without notice to the sale. A NOT THE RYDIN LA Bas the whole of said debt is doclared to be due, the Mongages and have the right intractistic to foreclose this mortgage, and

sect of the and other control borns and perment become immediately that and payable. thire reduced, then the whole of and principal sum remaining unpaid (ogether with THE THE EVEN LO defeate in making any monthly payment provided for berein and in the note secured hereby for a period of thinty (30) days after the

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AND the said Mortgagor further convenants and agrees 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (1) If and so long as said note of even day and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in "eu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average attacking balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal the ground rents, if any, next due, plus the promiums 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, at 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 occome delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments will occome delinquent.
- (c) 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 aggregat, 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 order set forth:
 - (1) premium charges under the contact of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 - (II) ground rents, if any, taxes, special accessments, fire, and other hazard insurance premiums;
 - (III) Interest on the note secured hereby; and
 - (IV) amortization of the principal of the said note

Any deficiency in the amount of any such aggregate monthly proment 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 literagement of default under this mortgage.

If the total of the payments made by the Mortgagor under subsection (h) of the processing paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, is 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 returned 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 on's, 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 Mortgagor 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 the oil. 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 is debted as represented thereby, the Mortgagoe 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 Mortgagoe has not become obligated to pay to the Secretary of Housing and Urban De leterate, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgago resulting in a public sale of the premises covered hereby, or if the Mortgagoe acquires the property otherwise after default, the Mortgagoe 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 fund. A cumulated under subsection (b) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor does hereby assign to the Mortgagor and the Mortgagor does hereby assign to the Mortgagor does hereby as a supplied to

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 hazards, casualties and contingencies in such amounts and for such periods as may be required by the fortgagee 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 in 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 Mortgager 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 ninety 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 ninety 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.

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

This rider attached to and made part of the Mortgage between JORGE I. ORTEZ & LIDIA ORTEZ, MUSBAND/WIFE TO A LIDIA ORTEZ, MUSBAND

RESTDENTIAL FINANCIAL CORP.

Mortgagor and, 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 tixes and assessments next due on the mortgaged property (all as estimated by the Nortgagee) less all sums already paid therefore divided by the number of months to elapse before one month prior to the rate 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 acted together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgager to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, fire, and other havery insurance premiums:
 - fire, and other hazard insurance premiums; (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 Mortgader 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 leach payment more than fifteen (15) days in arrears it is gover 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 in 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 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

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

This mider attached to and made part of the Mortgade between

shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired the ballance 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 samulation.

2.69 Page 12 bithe penuitimate paragraph is amended to add the following ing. together, with, and in addition to, the monthly payments disprinci This option may not be exercised by the Mortgagen when the same of insurance premium to the Department of Housing and Unban Development. mains that will next become due and payable on policies of tire Dated 25 of the date of the mortgage referred to here insates askat estimated by the Mortgagee) less all sums already para unergrore divided by the mortgagee) less all sums already para unergrore divided by the number of months to elapse before or worth prier to the date when such ground rents a premiums, taxe; and assessments and the months when all the prier months are the prier to the date. ments will become delinquent, such sums to be he d by Mortnagen in trust to pay said ground rents, promiums, takes and special

Manager is a section of the two preceding subsections of this paragraph and all payments to be made income the note secured thereby shall be added together and the acureus amount thereof shall be paid by the lortgager and the autrevate amount thereof

Mortgagon LIDIA ONTEZ oround rents, if ary, anxes, special asses fire, and other hazer insurance premines: interest on the note secured hereby and amortization of principal of the said note.

Any deficiency an the wount of any such aggregate monthly payment the Fly unless made good by the Mortaagur print to the due date of the next such cayment, tenstitute and event of default under this derivation cayment, tenstitute and event of default under this derivation cents (1c) for each deliant to exceed fiftheen (1c) due in accears 100 15 to exceed fiftheen (1c) due in accears 100 15 to exceed the deliant to extra expense lavely to the manual no cather payment.

If the preceding paragraph is all oxide by the Mortgagor under subsaction (a) of the preceding paragraph strain shall exceed the amount of the daywall actual made by the More we for ground rents, taxes, and as estimated as a culturated for the load as estimated as a culturated on the load as estimated as a culturated the dunigator shall tender to the Morteages, in accordance with the previsions of the note secured hereby, full manager of the entire indebtodness represented thereby, the Mortgages shall, to computed the amount of such indebtud-neas, desert to the account of the Mortgagor say balance remaining in say tunds accommisted under the provisions of subjection (a) of the unecesing If there shall be a defigit under any of the mayistons of this nertgade resulting in a public sale of the promises covered hereby, or it the dortgage acquires the property otherwise siter default, the Mortaigne

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State of the Committee of the Committee

JORGE I. ORTEZ AND LIDIA ORTEZ, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORF. , the Mortgagee, as follows:

 In Paragraph one on page 2, the sentence which reads as follows is deleted:

"that privilege to reserved to payothemdebtemin whole, or in an amount equal tomomemor more monthly payments on the principal that are next due on the note, on the first day of any month prioms to maturity! Provided, however, that a written notice of wintention to exercise such privilege ms giver at least withinty (30) mays prior to prepayment."

2. Paragraph one on page 2, 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."

IN WITNESS WHEREOFO ... JORGE I. ORTEZ AND LIDIA ORTEZ, HUSBAND/ULFE

has set his hand and seal the day and year first aforesaid.

JORGE I. ORTEZ (SEAL)

LIDIA ORTEZ (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

8612401

WORTGAGE RIDER

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JONGE IN ORTEZ AND LIDIA ORTEZ, HUSBAND/WIFE

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"that privilege is reserved to pay the debt in whole, or in an amount equal terme or more monthly payments on the principal that are next due on the moter or the first day of any month princip hadurity: Provided however, that a written notice of intention to exercise such portorial at a reast thirty (30) days pripe to prepayment."

> As Paragraph one on page 2, is amended by the addition of the tentito'lloh

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IN WITNESS WHEREOF, TO ORTER HUSBAND/WIFE

has set him bud and soul will all and year first aforesaid.

JORGE I. ORTEZ (SEAL) L. (SEAL)

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