UNOFFIC Andres or (Feder (Filtra)) For Special Andres (Feder Filtra) For Special Speci

the tax, assessme. satisfy the same. 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, assessing the nupon 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 tax, assessment, or iten so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

and any moneys so paid or expended shall become so much additional indebtedness, secured by this mottgage, to be paid out of proceeds of the sale of the mottgaged premises, if not otherwise paid by the Mottgagor. 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, cumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or in-

indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee. 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 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 pay all taxes and assessments on said preming provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premings, or of the county, town, is any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, is any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, is any tax or assessment that any become the Mottagor, on a second in the county.

AND SAID MORTGAGOR covenants and agrees:

TO HAVE AND TO HOLD the above-described premises, with the appure sand fixtures, unto the said Mortgagee, its successors and assigns, foreithe 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 Himois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

gagor in and to said premises. TOCETHER 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 distributing now or hereafter standing on said land, and also all the estate, right, title; and interest of the said Mortage now or hereafter standing on said sind, and also all the estate, right, title; and interest of the said Mortage now or hereafter standing on said sind, and also all the estate, right, title; and interest of the said Mortage.

DE99 SOUTH BEND, INDIANA

P O. BOX 1617 SIC MEST WASHINGTON AVENUE

INDIVNY TOMER SERVICE, INC

PREPARED BY:

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MAIL

19-05-212-007-0000 **ረ**ቱ905 Chicago, 11 3506 W, Hirsch St., DOCUMENT 1215067, IN COOK COUNTY ILLINOIS.

PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 28, 1890 AS OF THE NORTHEAST & OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD

TOT 47 IN BLOCK 7 IN VAN SCHARCK AND HEWRRICK'S SUBDIVISION OF THE HORTHWEST 4 to state sitt, bos. Illinois, to wit:

Estate situate, lying, and being in the county of COOK NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal aum 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 ents.

payable on the tital day of 9102 '1 YAM

the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and inni is and a like sum on the first day of each and every month thereafter until SINE 1 Dellats (\$ 335.25 THREE HUNDRED THIRTY FIVE AND 25/100 yab istil adi no (

the said principal and interest being payable in monthly installments of or at such other place as the holder may designate in writing, and deliver-SOUTH BEND

ance until paid, and made payable to the order of the Morigagee at its office in 10.50 %) per annum on the unpaid balper centum (payable with inferest at the rate of ONE-HALF TEN AND

00.059,8 (\$ 36,650.00 THIRTY SIX THOUSAND SIX HUNDRED FIFTY AND 00/100 promissory note bearing even date herewith, in the principal sum of

MILNESZELH: Libat whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain

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

INDIVNY TOWER SERVICE, INC. KENE WELENDEZ AND MARILYN MELENDEZ, HUSBAND AND WIFE

THIS INDENTURE, Made this to yab **JIR9A** TSIZ

MORTCAGE 57799

has , nogeginom ,

19 86 between



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AND the said Mortgagor further covenants and agrees as follows

КУССУНУЯ КОЙНОСТИКУЯ ХОКИЯ ОТ ХОНКО НОВИНИКИЙ КИЙОЖИХ ИЗ ВИЙНИК КИЙГИКИЙ ВИЙНИЙ ВИЙНИЙ КИЙНИЙ КИЙТ CHANE HANNEN HANNEN HANNEN MADE IN RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT

DUE DATE." 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 Mortgagoe, 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 here of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
(b) If and so long as said note of even date 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
(11) 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 lieu 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 outstanding balance due on the note computed without taking into account delinquencies or prepayments,
(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on

- 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 (oll as estimated by the Mortgaged) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date while such pround rent; premiums, taxes and assessments are to be held by Mortgager in trust to pay said ground rents, premiums.
- session. If well become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and operal assessments, and

 (c) All payments continued in the two preceding subsections of this paragraph and all payments to be esale under the note secured byreby shall be added together and the aggregate amount thereof shall be paid by the Mortgageo each month in a consequent to be applied by the Mortgagee to the following items in the order set forth

 (f) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly consequent to mortgage insurance premium), as the case may be,

 (f) ground rents, flam, taxes, special assessments, fire, and other hazard insurance premiums,

 (f) microst on are note secured hereby, and

 (IV) amortization of the principal of the said note.

Any deficiency in the amoun 7, 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 mortgagor. The Mortgagoe may coltect a "late charge" not to exce a four cents (44) for each dollar (\$1) for each payment more than lifteen (15) days in arrears, to cover the extra expense in colved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagoe for ground tents, 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 Mortg go, or refunded 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 rents, taxes, and assessments, or insurance pieminns, as the case may be, when the same shall become due and payable, then the Montgagor shall pay to the Margagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, towns, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the 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 Mortgager all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgager has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining to the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the 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 the of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness Log soul the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may be eafter 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 hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt ly, when due, any premiums on such insurance provision for payment of which has not been as de 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 Mortgager, 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 elegible for insurance under the National Housing Act within 90 DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 90 DAYS time from the date of this Housing and Urban Development dated subsequent to the 90 DAYS time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), time from the date of this 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 begain 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.

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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, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the 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, 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 CISE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum thall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and place 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 of sciritors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and there upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedcess secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL 37. 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 altorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract wild examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortpine 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 tirle and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreeme. In herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written lemmed therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the 'lene'its 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 Mortgager 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.

& look	elend		AL] (Ma		lende [SEAL]
RENE MELE	NDEZ		MARI AL]	LYN MELL: DEZ	[SEAL]
STATE OF ILL	INOIS		ss:		0,5,
COUNTY OF	Cook		33.		
	en E. Horne	^{at} Rene Melende	, e no	tary public, in a	nd for the county and State
and Marilyn M person whose na person and ackno	Melendez i me s are owledged that th	subscribed to	, his w the foregoing ealed, and deliv	instrument, appearered the said ins	nown to me to be the same ared before me this day in strument as their ase and waiver of the right
GIVEN under	r my hand and No	tarial Seal this 21	st de	April	, A. D. 19 86
			Ckathieen	E. Horne	Notary Public
DOC. NO.	, Fi	led for Record in the	Recorder's Off	ice of	
		County, Illinois, c	n the	day of	A .D. 19
at o	'clock .	m., and duly reco	orded in Book	of	Page

3 0 1 3 / / 7 /					
This Rider, dated the 21ST day of APRIL 19 86, amends					
the Mortgage of even date by and between RENE MELENDEZ AND MARILYN MELENDEZ					
, the Mortgagor, and Indiana Tower Service Corporation, the					
Mortgagee, as follows:					
1. Subsection (a) of Paragraph 2, Page 2 is deleted.					
2. Subsection (c)(I) of Paragraph 2, Page 2 is deleted.					
3. In the third sentence of Paragraph 3, Page 2, the words					
"all payments made under the provisions of (a) of para- graph 2, Page 2 hereof which the Mortgagee has not be-					
come obligated to pay to the Secretary of Housing and					
Urban Development and" are deleted.					
4. The fourth sentence of Paragraph 3, Page 2 is amended					
by inaction of a period after " then remaining unpaid under said note" and deletion of the remainder					
of the sentence.					
5. Paragraph 7, Pega 2 is amended by the addition of the					
following:					
Herida antidas sau mate ha assendas dechas pha da s					
"This option tay not be exercised when the in- eligibility for insurance under the National Housing					
Act is due to the Mortgages's failure to remit the					
mortgage insurance premium to the Department of Housing					
and Urban Development."					
IN WITNESS WHEREOF, RENE MELENDEZ AND MARILYN MELENDEZ has set					
his hand and seal the day and year aforesaid.					
Kenistrelendy [SEAL]					
RENE MELENDEZ					
& marely meender [SEAL]					
STATE OF ILLINOIS MARILYN MELENDEZ					
881					
COUNTY OF Cook					
I, Kathleen E. Horne a notary public, in and for					
the county and State aforesaid, Do Hereby Certify That Rene Melendez					
known to me to be the same person whose name are subscribed					
known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and					
acknowledged that they signed, sealed, and delivered the					
said instrument as their free and voluntary act for the uses					

GIVEN under my hand and Notarial Seal this 21st day April ,A.D.1986

Notrary Public

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Property of Cook County Clerk's Office 00 MAIL

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