Housing Act

of

~

Coldwell Banker Title Services, Inc.

This form is used in connection with

mortgages insured under the one to

four-family provisions of the National

MORTGAGE SERVICES, INC.

1211 W. 22nd STREET, SUITE 727 OAK BROOK, ILLINOIS 60521

THIS INDENTURE, Made this 18TH

day of APRIL , 1986, between

, Mortgagor, and

BRIAN MULLAN AND MARYANN MULLAN, HIS WIFE COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.

a corporation organized and existing under the laws of THE STATE OF CALIFORNIA Mortgagee.

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

MORTGAGE

SEVENTY THOUSAND FIVE HUNDRED FIFTY AND 00/100THS******* Dollars (\$ 70,550.00

per centum (10.00 %) per annum on the unpaid balpayable with interest at the rate of TEN

ance until paid, and made payable to the order of the Mortgagee at its office in or at such other place as the holder may designate in writing, and deliver-IRVINE, CALTEORNIA

ed; the said principal and interest being payable in monthly installments of SIX HUNDRED NARTEEN AND 13/100THS****** Dellars (\$ 619.13) on the first day , 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 out of MAY, 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 WARPANT unto the Mortgagee, its successors or assigns, the following described Real COOK Estate situate, lying, and being in the county of Illinois, to wit:

LOT 18 IN BLOCK 49 IN F.H. SARPLETT'S THIRD ADDITION TO GARFIELD RIDGE BEING A SUBDIVISION OF ALL THAT PART OF THE EAST 1/2 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF RIGHT OF WAY OF INDIANA PARBOR BELT RAILROAD (EXCEPT THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHE'. T 1/4 OF SAID SECTION 17) AND ALSO OF THAT PART OF THE NORTH 3/4 OF THE LAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17 LYING EAST OF THE SAID RIGHT OF WAY OF INDIANA HARBOR BELT RAILROAD, IN THE COOK COUNTY, OF ILLINO'S.

PERMANENT PARCEL NO. 19-17-402-014. 5914 S. MONITOR AVE. PROPERTY ADDRESS: CHICAGO, IL. 60638

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, true, 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 for h, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Hirain, 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 printses, anything that may impore the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises, to pay to the Mortgagee, as here-inafter 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 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. 86161218

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.

payable. Housing and Utban Development dated subsequent to the 30 DAYS time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such incligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 30 DAYS. Itom the date hereof written state of any officer of the Department of Housing and Urban Development of the Secretary of this secure from the date of this Housing and Urban Development dated subsequent to the 30 DAYS.

gagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebteda public use, the damuges, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Mole secured hereby remaining unpaid, are hereby assigned by the Mortages to the Mortages and the Mole secured hereby to the Mortages and the Mole secured by the Mole s THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

All insurance shall be carried in companies approved by the Mortgagee and the policies and enewals thereof shall be carried in companies approved by the Mortgagee and the policies and enewals thereof to the Mortgagee. In event of loss Mortgagor will give innatione by mail to the Mortgagee. In event of loss Mortgagor will give innatione company concerned is here, y authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the insurance proceeds, or any part thereof, may be applied by the Mortgagor and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its spilon either to lointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgager at its spilon either to the insurance proceeds, or any part thereof, may be applied by the Mortgager at its spilon either to indebtedness hereby accured or to the mortgage or other transfer of title to the mortgage or other transfer of title and the premises of the premise of the mortgage or other transfer of 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 the condemned under any power of eminent domain, or acquired for the mortgage.

THAT HE WILL KEEP the improvements now existing or hereafter erected or the mortgaged property, insurance as may be required in such amounts and for such periods as may be required by the Mot'salve and will pay promptent as may be required by the Mot'salve and will pay promptent of which has not been made hereinbefore.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness abstessid the Mortgagor does hereby assign to the Mortgages all the rents, issues, and profits now due or which may rerestrate become due for the use of the premises hereinabove described.

ceding paragraph. Subsection (b) of the preceding paragraph. If there shall be a default under accumulated under the provisions of Housing and Uban Development, and any balanchers are in the funda accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of the property of the preceding paragraph as a credit against the amount of under accumulated under subsection (b) of the preceding paragraph as a credit against the amount of or incipal then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of or incipal then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of or incipal then remaining unpaid under subsection (b) of the preceding paragraph. subsection (a) of the preceding paragraph which the Mortgagre has not become obligated to pay to the Secretary amount of such indebtedness, credit to the incount of the Mortgages all payments made under the provisions of or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. tents, taxes, and assessments, or insurancy tremiums, as the case may be, when the same shall become due and payable, then the Montgagor shall become due subsequent payments to be made by the Mortgagor, or retunded 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 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 Mortgager, shall be credited on

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgages prior to the due date of the nowless and to the nowless of the due date of the nove such payment, constitute an event of default under this mortgage. The Mortgages may collected a "late charge" not to exceed four cents (4s) for each dollar (51) for each payment more than littleen (15) days in arreats, to cover the extra exceed four cents (4s) for each dollar (51) for each payment more than littleen (15) days in the total of the preceding paragraph shall exceed if the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraphs of payments made by the Mortgagor under subsection (b) of the preceding paragraphs of payments.

All powers are mentioned in the two preceding subsections of this paragraph and all payments to be made under the note stop of detecty shall be saded together and the aggregate amount therefor shall be paled by the Mortgages to the following items in the order set forth; or more the symment to be applied by the Mortgages to the following items in the order set forth; or more the charge (in the of mortiage insurance premium), as the case may be;

(II) grow is charges under the contract of insurance premium), as the case may be;

(II) grow is charge; if any, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) should be note secured hereby; and

(IV) should be note secured hereby; and

(IV) should be note secured hereby; and 117

A sum equal to the ground tents, if any, next due, plus the premyinents) the ground tents, if any, next due, plus the premyine that will next become due and payable on policies of fire and other basaid insuiance covering the mortgages) lears all sums already paid theretor divided by the contributer of months to etapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become definiquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes are assessments, and supported in a payable of the payable of the taxes are assessments, and assessments, and assessments and assessments, and

as amended, and applicable Regulations thereunder; or [11] If and a are an order of the second and applicable Regulation and applicable Regulation and applicable and the instrument are held by the Societary of Housing and Urban Davetopment, a monthly charge (in lieu of a monthage insurance premium) which shall be in an amount to one-wellth (IVIS) of one-half (IVIS) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium if this if they are held by the Secretary of Housing and Urban Development, as follows;

(I) If and up foing as said note of even dates and this instrument are insured or are reliasured under the provisions of the Mational 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 one (1) month pay such premium to the Secretary of Housing and Urban Development pursuant to the Mational Housing Act, as amounted, and applicable Regulations therefore, or

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:

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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 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 solveney or insolveney 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 considered without the considered by the country of the annity of redemption as 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 re-demption, 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 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 s.m 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 of soricitors 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 DE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in furnuance 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 arrigage with interest on such advances at the rate set forth in the note secured hereby, from the time such advences 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 agreement, herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written temand 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 Mor gagee.

IT IS EXPRESSLY AGREED that no extension or 'no time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgago, 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 istigns 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.

BRIAN	un Mall.	[SEAL]	MARYANN MILLAS	CSEAL_
		[SEAL]		[SEAL]
STATE C	F ILLINOIS			0
COUNTY	OF		55:	1/5
	HE UNDERSIGNED Do Hereby Cent	D ify That BRIAN MULLAN	, a notary public, in ar	nd for the 20 unity and State
person wh	RYANN MULLAN nose name'S ARE d acknowledged the voluntary act for t	subscribed to the for	regoing instrument, apper and delivered the said ins	
GIVE	N under my haad	and Noturial Seal this 18TH	dny APRIL	, A. D. 19 86
DOC. NO.		Filed for Record in the Record	der's Office of	Notary Public
		County, Illinois, on the	day of	A.D. 19
a t	o'clock	m., and duly recorded in	Book of	Page

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ESSK COUNTY, ILLINOIS FIFTT FOR RECORD

Property of Cook County Clerk's Office

ILLINOIS

FHA MORTGAGE RIDER

The Rider dated the 18TH day of APRIL , 19 86	-'
amends the Mortgage of even date by and between	_
DRIAN MULLAN AND MARYANN MULLAN, HIS WIFE	_ 1
the Mortgagor, and Coldwell Banker Residential Mortgage Services, Inc. the	
Mortgagee, as follows:	
1. In the first unnumbered paragraph, page 2, the sentence	
which reads as follows is deleted:	
"That privilege is reserved to pay the debt in whole,	
or in an amount equal to one or more monthly payments	
on the principal that are next due on the note, on the	
firs) day of any month prior to maturity; provided,	
however, that written notice of an intention to	
exercis: such privilege is given at least thirty (30)	
days prior to prepayment."	
2. In the first unnumbered paragraph, page 2, is amended	
 In the fits unnumbered paragraph, page 2, is amended by the addition of the following: 	
by the address of the following:	
"Prvilege is reserved to pay the debt, in whole or in	
part, on any installment due date."	
party on any anatomic and agent	
IN WITNESS WHEREOF, RRIAN MILLAN AND MARYANN MULLAN, HIS WIFE	
xxxx/have set xxx/fxxx/their hand(s) and seal the	
day and year first aforesaid.	
	_ 、
BRIAN MULLAN 13 LA CAMA MULLAN (SEA MA, CAMA MULLAN	L)
12 Marian Muller (SEA	
NA PARMILLAN	, 1, ,
~D.*	
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State of Illinois,	
	, a Notary Public is and for said
county and state, do hereby certify that	BRIAN MULLAN AND MARYANN MULLAN, ATS WIFE, .

whose name(s) . . ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . T. he Y. . . signed and delivered the said instrument as . . . THEIR. free and voluntary act, for the uses and purposes

My Commission expires:

therein set forth.

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Property of Cook County Clerk's Office

UNOFFICIAL C. 131:4370112-703

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

This rider attached to and made part of the Mortgage between <u>BRIAN MULIAN AND MARYANN MULIAN, HIS WIFE</u>, Mortgagor, and <u>COLDWELL BANKER</u>
RESIDENTIAL MORTGAGE SERVICES, INC. A CALIFORNIA CORPORATION
Mortgagee, dated APRIL 18, 1986 revises said Mortgage as follows:

1. Page 2, the second convenant 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 mortgage property (all as escimated by the Mortgagee) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments till 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 Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (1) ground rents, if any, taxes, special assessments, 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 Mortgas or prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "lare charge" not to exceed four cents (4¢) 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 unter subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessment, 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, 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

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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

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 a of the Andrews Office of County Clark's Office Housing and Urban Development.

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