THIS INST. JENT WAS PREPARED BY OFFICE ALCOHOLISTS CONTROL OF THE STUART LOAN NO. 06-002739-20 CASE NO. 131:4390715-703

COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. 1211 W. 22nd STREET, SUITE 727

MORTGAGE

This form is used in connection with four family provisions of the National ouses Act

OAK BROOK ILL NOIS 40521
THIS INDENTURE. Made this 25TH

day of APRIL

. 1986 between

DAVID E. DOWNEY AND MARLENE DOWNEY, HIS WIFE COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.

. Mortgagor, and

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 SIXTY SIX THOUSAND FOUR HUNDRED AND 00 100THS*************************** Dollars \$66,400.00

NINE AND ONE

To per annum on the unpaid balpayable with interest at the rate of HALF per centum : 9,50 ance until paid, and made pavable 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, CALIFORNIA ed, the said principal and interest being parable in monthly installments of FIVE HUNDRED TIFTY EIGHT AND 33/100THS*** Dellars \$ 558.33 on the first day of JUNE 1986 and a like sum on the first day of each and every month thereafter until the note is fully plud except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first any of MAY, 2016

NOW, THEREFORE, the said Mirtgagor, 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 this county of COCK Illinois, to wit

THE SOUTH 10 FEET OF LOT 18. ALL OF LOT 19 AND LOT 20 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 3 IN L.E. CRANDALLS OAK LAWN SUBDIVISION A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTES OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1891 IN BOOK 48 OF PLATS, PAGE 36, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NO. 24-04-305-060 VOL. 236 PROPERTY ADDRESS: 9140 S. 53RD AVE. OAK LAWN, IL. 60453.

TOGETHER with all unit singular the timements, herestraments and appurtenances thereunto belonging, and the rents issues, and profits thereof and all apparatus and instances of the purpose if supplying and instributing heat, light, water or power and all plumping and other textures on or that may be placed in any building now or hereafter standing on said land, and also all the estate, right, ritle, and interest of the said Mortandian and also all the estate, right, ritle, and interest of the said Mortandian and also all the estate. gagor in and to said premises

TO HAVE AND TO HOLD the above-describe i premises, with the appurtental es and tixtures, unto the said Mortgagee, its sucressors and assigns involved the curposes and uses herein so thirth tree from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illihous, which hald 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 to it, or permit to be done, upon said from ises, shithing that may impair the value thereof or of the senurity 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 may to the Mortgagee, as here-inafter provided, until said note is fully haid. It alsum sufficient to pay all taxes and assessments on said notemises, or any tax or assessment that may be levied by surhority 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. It alsum 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 Mortgagoe in such forms of insurance, and in such amounts, as may indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may he required by the Mortgagee

In case of the refusal or neglect of the Mortgagor 10 make Suco payments, or to satisfy any order lien or a In case of the reliable, in deposit to the king. The second year reliable in Second reliable to the combrance other than that for taxes or assessments and insurance premiums. After the land may make such repair the the Mortgagee may pay such taxes, assessments and insurance premiums. After the, and may make such recails to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation increasing and any moneys so paid or expended shall become so much additional indebteaness, secured by this mirroace in be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor

It is expressly provided, however fall 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, assessthat 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 surisdiction, 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.

BOX #49



AND the said Mortgagor further covenants and agrees as follows:

XIII DO CONTROL CONTRO

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:

An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurence premium if this instrument and the note secured hereby are insured or a monthly charge (in life) of a mortgage insurence premium if they are held by the Secretary of Housing and Urban Development, as follows,

(I) 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

(1D) 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-hall 1-12 per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

A numberoull to the ground rents, if any, next due, blus the premiums that will next become due and payable in

pursus without taking into account delinquencies or prepayments.

5. A sum equal to the ground rents, if any, next-due, plus the premiums that will next-become due and payable on poly its of fire and other hazard insurance covering the mortgaged property, plus takes and assessments next-due on the cortgaged property all as estimated by the Mortgaged less all sums already paid therefor divided by the number is months to clapse before one month prior to the date when such ground rents, premiums, takes and assessment will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, takes and appearance of the control of the

All payments minimized in the two preceding subsections of this paragraph and all payments to be made under the note securify frebs shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single rayment to be applied by the Mortgager to the following stems in the order set forth.

(It premium charges under the contract of insurance with the Secretars of Housing and Urban Development, or monthly the get in lieu of mortgage insurance premium, as the case may be,

(III) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums,

(III) interest on the jobs secured herebs, and

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

Any deficiency in the amount of my such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such of ment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4 to for each dollar .51) for each payment more than fifteen (35) 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 in 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, or including the control 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 of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance prefitume, as the case may be, when the same shall become due and pavable, then the Mortgagor shall pay to the Mortgagor any amount necessary to make up the deficiency, on and pavable, then the workagor shall pay to the workagor and amount necessars to make up the deticcency, on or before the date when payment of such ground rents (ayra) assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor 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 Mortgagor his not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection by of the preceding paragraph. If there shall be it default under any of the provisions of this mortgagor resulting an applying sale of the promises covaried hands. 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 hi the funds accumulated under sub-section b of the preceding paragraph as a credit against the amount of postupal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection at of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby issign 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 morrgaged property, insured as may be required from time to time by the Morrgagee 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 promptly, when due, any premiums on such insurance provision for payment of which has not been and hereinbefore

All insurance shall be carried in companies approved by the Mortgagee and the policies and rinewats thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in this 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. 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 30 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 30 days ______time from the date of this Housing and Urban Development dated subsequent to the _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 accreed interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.



AND IN THE EVENT That the shifte of said debt is delived to be de, 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 deliciency, 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 bereinabove 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 increto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys of splicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien with charge upon the said premises under this mortgage, and all such expenses shall become so much additional and bredness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHAD BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in jursuance 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 it ances 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 fortgagor.

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 agice nents herein, then this conveyance shall be null and void and Mostgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives de 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.

THE COVENANTS HEREIN CONTAINED shall bind and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and lissigns 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.

| DAVID E. DOWNEY | 26.26) | [SEAL] MARLENE | | FINEY [SEAL] |
|------------------------------------|---|---|-----------------------|---|
| | | [SEAL] | DUN (2) | [SEAL] |
| STATE OF ILLINOIS | | | | |
| COUNTY OF COOK | - | .s.s: | | Ox |
| . THE UNDER | SIGNED | , a no | tary public, in a | nd for the county and State |
| • | Certify That DAVID E | . DOWNEY | | C |
| and MARLENE DO person whose name S | = - | | | nown to me to be the same ared before me this day in |
| of homestend. | t for the uses and purposes hand and Notarial Seal this | | - | , A. D. 19 86 |
| | | | Milma | 1 Papp Notary Public Expenses 5-32-8 |
| DOC. NO. | Filed for Record | ी [†] ं (८) क्र the Recorder's Of | nemication lice of | Sypino 5.33.2 |
| | County, Illin | iois, on the | day of | A.D. 19 |
| et o'cloc | m., and du | ly recorded in Book | ol | Page |
| | , | | | |

ILLINOIS

FHA MORTGAGE RIDER

| amends : DAVID E. | e Rider dated the <u>25TH</u> day of <u>APRIL</u> , 19 the Mortgage of even date by and between <u>DOWNEY AND MARLENE DOWNEY, HIS WIFE</u> tgagor, and Coldwell Banker Residential Mortgage Services, In | · |
|----------------------|---|----------|
| | ee, 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 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." | |
| | In the first unnumbered paragraph, page 2, is amended by the addition of the following: "Prvilege is reserved to pay the debt, in whole or in part, on any installment due date." WITNESS WHEREOF, DAVILE DOWNEY AND MARIENE DOWNEY, HIS WITNESS WHEREOF, DAVILE BY AND MARIENE DOWNEY, HIS WITNESS WHERE BY AND MARIENE DOWNEY, HIS WITNESS WHERE BY AND MARIENE BY | Hölü7068 |
| day and | year first aforesaid. | (SEAL) |
| | DAY 10 E. DOWNER TO THE MAY | (SEAL) |
| e of Ill | inois, | |

| State of Illinois, |
|---|
| I, .THE.UNDERSIGNED |
| county and state, do hereby certify that DAVID E. DOWNEY AND MARLENE DOWNEY |
| HIS WIFE |
| whose name(s) ARE subscribed to the foregoing instrument, appeared before |
| me this day in person, and acknowledged that The Σ signed and delivered the said |
| instrument as THEIR free and voluntary act, for the uses and purposes |
| therein set forth. |
| Given under my hand and official seal, this . 257H DAY OF APRIL ,19 86 |
| My Commission expires: 5-33.89 Refiger, L. Rapp. Notary Public |

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

This rider attached to and made part of the Mortgage between DAVID E. DOWNEY AND MARLENE DOWNEY, HIS WIFE , Mortgagor, and COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. A CALIFORNIA CORPORATION Mortgagee, dated APRIL 25, 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 caxes and assessments next due on the mortgage 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 wentioned 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:
 - (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 principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgajor 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 (51) 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 acuthly 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 note.

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

> This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

> > 2 3 5

of the Orocoot County Clerk's Office Dated as of the date of the mortgage referred to herein.

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