MIMC#20-00239-05

Sti i Illinois

LTN/4-46639 (4/ Jon mie

Mortgage

1717() THA Case No

131: 4341273-748

This Indenture, Made this	30th	day of	April, 1986	, between
Peter Fallara and Paula National Heritage Mortg	R Fallara, His Wi	fe	, Mortg	agor, and
a corporation organized and existing	age: Corporation	tate of Alahamann		
Mortgagee.	B diluci the laws of the Di	cate of Arabana	and the second s	1
· · · · · · · · · · · · · · · · · · ·	ortgagor is justly indebted to	sand Eleven and 00	red by a certain promissory note ber	
(\$44,011.00) payable with interest at the rate of payable to the order of the Mortgas	Nine and The Half per centum (9	9.500 %) per annum	on the unpaid balance until paid,	-Dollars and made
or at such other place as the loller.	may designate in writing, and	delivered; the said princip	al and interest being payable in me	onthly in-
stallments of Three Hundred	Seventy and 07/100-		Dollars (\$ 370.0	7)
on the first day of June				
paid, except that the final payment	of telacipal and interest, if n	ot sooner paid, shall be di	e and payable on the first day of	i
May-	20 16			
Now, therefore, the said Mortgagor mance of the covenants and agreemen				
or assigns, the following described R	ieal Estate situate, lying, and	being in the county of	100k	The fate the
and the State of Illinois, to wit:				
Lot 14 in Block 2 in Har	cock's Resubdivisio	on of Lots 1 to 13	inclusive in Block 4; 3	Lots
1 to 23 inclusive in Blo	ck 3; Lots 1 to 10	inclusive and 13 t	to 21 inclusive in Block	k 2 in
William F. Higgin's Park	Addition, Being a	Subdivision of the	t part of the West ½ of	f the
Southeast & of Section 1	7, Township 39 Nort	h, Range 13, East	of the Third Principal	Meridian
lying South of the South	line of the right	of way of the Balt	imore and Ohio Railroad	a, in
Cook County, Illinois.	M-1-10-1-	1-403-004 (4)	15. maythold	,

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and points thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or nower, 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 state, right, title, and interest of the said Mortgagor in and to said premises.

Margaret A. Bielar

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

NATIONAL HERITAGE MORIGAGE CORPORATION

545 3

And said Mortgagor covenants and agrees:

This Document Was Prepared by:

P.O. BOX C

BIRMINGHAM, AL 35201 ATTN: MARKETING DEPT.

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 said premises; to pay to the Mortgagee, 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.

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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 here nor any part thereof or the improvements situated there no long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in court of competent jurisdiction, which shall operate to preven the collection of the tax, assessment, or lien so contested and it all or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further coverants and agrees as follows:

That privilege is reserved to pay the debt in whote, or in part, on any installment due date.

That, together with, and in addition to, the months, pryments of principal and interest payable under the terms of the roce 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 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
- (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 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 policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be heid by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (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 aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be aplied by the Mortgagee to the following items in the order set forth:

- (1) premium charges under the contract 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 assessments, fire, and other hazard insurance premiums;
 - (111) interest on the note secured hereby;
 - (IV) amortization of the principal of the said note; and
 - (V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (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 under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such 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 (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due 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 tenden 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 air navments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pry to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a defruit under any of the provisions of this mortgage resulting in a public also 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 unis accumulated under subsection (b) 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 aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues; and profits now due-or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other 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 made hereinbefore.

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UNOFFICIAL 160P FXA CASE #131:4341273-748

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

This rider attached to and made part of the Mortgage between PETER FALLARA AND PAULA R. FALLARA, HIS WIFE-----, Mortgagor and-----NATIONAL HERITAGE MORTGAGE CORPORATION, Mortgagee, dated APRIL 30, 1986----revised said Mortgage as follows:

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 sald note is fully paid, the following sums:

- 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 larard insurance covering the mortgaged property, plus taxes and as essments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therfor 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,)remiums, taxes and special assessemnts; and
- (b) All payments men joined 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 agggregate amount thereof shall be paid by the Mortgagor sech month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - ground rents, if any, texes, special assessments, fire, and (I)

(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 Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more that fifteen (15) days in arrears, to cover the extra expenseinvolved 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 Mortagagor, 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 assessemtns, 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 provision of the note secured hereby, full payment of the entire indebtedness reprented 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 herby, or of 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:

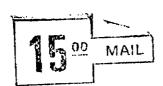
> This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Mousing and Urban Development.

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

Mortgagor PETER F

Nortgagor PAULA R. FALLARA

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