LAND TITLE COMPANY <u>ಡಸ್ಥೆ ಅಧಿಕರ್ಗಳಿಗಿ</u>

## **MORTGAGE**

This form is used in connection with mortly ges insured under the one to four-family provisions of the National Housing Act.

THIS INDENTURE, Made this

2535 day of

, 19 36 , between

VINCENT & RAGLAND, BACHELOR

86176308

Mortgagor, and

)

Margaretten & Company, Inc., a corporation organized and existing under the laws of the state of New Jersey and authorized to do business in the state of Illinois, 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

Factv-Flue Thousand, Two Mundred Court and 107(10)

Dollars (\$

95.20% 00

%) per annum on the unpaid balance until paid, and made per centum ( payable to the orde, of the Mortgagee at its office in Perth Amboy. NJ 08862, or at such other place as the holder may designate in writing and delivered; the said principal and interest being payable in monthly installments of

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365 17  $_{
m e}$  , 19 - 8% , 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 day of Arta, , 2014

NOW, THEREFORE, the said Morgagor, 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 in the county of SCOR and the State of Illinois, to wit:

NO. 229-68-201-017, 22-68-201-018, AND 29-08-201-019.7

DEPT-01 RECORDING \$15.25 TRAN 0025 05/05/86 :14:21:00 750 PROCE B 86-176308

86-176308

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, title, 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 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.

STATE OF ILLINOIS HUD-92116M (5-80) **UNOFFICIAL COPY** 

HUD-92116M (5-80) m., and duly recorded in Bool o'clock 15 Page 4.D. 19 day of County. Illinois, on the Filed for Record in the Record and Dollice of DOC' NO' COOMBROH 84921 M 096 This instrument was prepared by: Margaretten & Company, Inc. OCCI, Canteringtal noissimmod Th D' 19 86 GIVEN under my hand and Note nat Scat this 436Z waiver of the right of homestead. ment as (his, hers, their) free and voluntary act for the uses and purposes therein act forth, including the release and peared before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instru-, personally known to me to be the same person whose name(s) is(are) subscribed to the foregoing instrument, ap-AINGENI ( BPR YAY 801360¥6 I, the undersion d, a notary public, in and for the county and State aforesaid, Do Hereby Certify That COUNTY OF COOK STATE OF ILLINOIS អ**ឧក្**បានខេត្តក្នុ uano⊅uog⊷\_\_ WITNESS the hand and seal of the Mortgagor, the day and year first writter,

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, 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 number shall include the plural to plural the singular number shall include the plural.

## UNOFFICIAL GOPY ...

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 hazard, 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.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee 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 dimages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgager 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 MORTGAGON FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the Nitic nal Housing Act within 60 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 60 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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 one due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the wiole 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.

AND IN THE EVENT that the whole of aic debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon one filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either being e 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 independents secured hereby, and without regard to the value of said premises or whether the same shall then be occurred 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, usues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full staturery period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, cost, 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 jurrent 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 Mostgagee; 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 enploy 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 los glainant 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 tile Nortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors 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 BE 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 cost 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 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 time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within (30) days after written demand 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 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.

## **UNOFFICIAL COPY**

ceding paragraph.

If the total of the payments actually made by the Mortgagor under subsection (b) of the steers and assessments, or one in the total of the payments actually made by the Mortgagor under subsection (b) of the steers, 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 subsection as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsection (b) of the processing paragraph shall not be sufficient to pay ground and payable, then the Mortgagor steal pay to the Mortgager any amount necessary to make up the deficiency, on tents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall be due tents, taxes, and assessments of the original pay to the Mortgager 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. Or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. Or the date the Mortgager any amount necessary to make up the deficiency, on any time the Mortgagor shall tender to the Mortgager assessments, or insurance premiums shall be due. Alortgagor shall tender to the Mortgager has not become obligated to pay to the provisions of the preceding paragraph. If the Mortgager has not become obligated to pay to the provisions of othe subsection (b) of the preceding paragraph. If thereby, to if the Nortgager shall property is otherwise after default under any of the provisions of the provision (b) of the preceding paragraph. If there shall be a default under such profeceding paragraph as a credit absent the amount of such profession (b) of the preceding paragraph as a credit default the amount of such profession (b) of the preceding paragraph as a credit default the amount of

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good 25 the Montgagor prior to the due of the next such payment, constitute an event of default under this mortgage. (i) fortgagor may colfice a "little charge" not to exceed four cents (4") for each dollar (51) for each payments, in the extra expense involved in handling delinquent payments.

(c) All payments mentioned in the two preceding subsections of this patagraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereot stall be paid by the Mortgaget each month in a single payment to be applied by the Mortgage to the following items in the order of the forther of the following items in the order of the contract of insurance with the Secretary of the two items of the contract of insurance premium) as the case may be:

(II) ground tents, if any, taxes, special assessments, fire, and other hazard insurance premium:

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

A sum equal to the ground tents, if any, next due, plus the pr.mn ms that w il nest become due and payable on politice of fite and other basard insurance covering the mortgaged property (all as estimated by the Mortgages) less all sums thready paid therefor divided by the comments of montgaged property (all as estimated by the Mortgages) less all sums thready paid therefor divided as summers, takes and assessments will become delinquent, such sums to be held by Mortgage, in trust o pay said ground tents, premiums, takes and sessioned special assessments; and

brieg without taking into account delinquencies or preplyrificarit.

(a) An amount sufficient to provide the hold, 'deteof with funds to pay the next montgage insurance premium if this instrument and the note secured hereby are invived, or a monthly charge (in her of a mortgage insurance premium) (i) if and so long as said note of even date, but here instrument are insured or are tentsured under the provisions prior to its fastional Housing and colong as fastional Housing and the provision prior to its due date the annual mortgage in urance premium, in order to provide such holder one (i) month pay such premium to the Secretary of Housing and Urban Development pateurs to the Secretary of Housing and Urban Development pursuant to the Secretary of Housing and Urban as amended, and applicable Regulations thereun lett of the include to the Secretary of Housing and Urban as amended, and applicable Regulations thereun lett of the includent are held by the Secretary of Housing and Urban 1:5 one long as said note of or date and the following and Secretary of Housing and Urban 1:5 one-table in the or the centum of the one-table (II 2) per centum or the secretary of the housing and so long as anothely charge, in the to a montgage increase ourse and so long as a montable centum or the secretary of thousing and so long as said note of a mortgage mentaling belance due on the note computed without taking into account defined or the private centum or the private centum of the decision of the private centum of the decision of the private of the private centum of the decision o

That, together with, and in addition to, the monthly payments of the principal and interest payable under the terms of the note secured hereby, the Mottagen will pay to the Mottgagee, on the first day of each month until the said note is fully paid, the following sums:

That privilege is reserved to 1)ay 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 prepay-

AND the said Mongagor further covenants and agrees as follows:

satisfy the same.

thereon, so long at the Morgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings orought in a court of competent jurisdiction, which shall operate to prevent the collection of the tast assessment or lien so contested and the sale or forfeiture of the said juenties or any part thereof to said successive, by same and the said successive the said success or any part thereof to said success or any part thereof to said success or any part thereof to said success or any part thereof to

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgage to remove any tax, assessment, or tax, its upon or against the premises described herein or any part thereof or the improvements situated ment, or tax

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 taid 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 nortgaged 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 mortgaged premises, if not otherwise pa d by the Mortgagor.

a sufficient to keep all buildings that may at any time be on said premises, during the continuance of said insurance, and in such amounts, as may be required by the Mortgagee. To keep said premises in good repair, and not to do, or permit to be dons, 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 sufficient to pay all taxes and assessments on said premises; to pay to the Mortgagee, as hereises, or of more is fullypaid, (1) a sum sufficient to pay all taxes and assessments on said premises; or of the county, town, institet provided, until said note is fullypaid, (1) a sum sufficient to pay all taxes and assessments on said premises, 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 initiatings that may at any time be on said premises, during the continuance of said as any time be on said premises, during the focus all initiatings that may at any time be on said premises.

AND SAID MORTGAGOR covenants and agrees:

## UNOFFICIAL COPY FHA!: 131:4367048+748/ 5 5 EILE(: 62865311 "FHA HORTGAGE RIDER"

-ILLINOIS STATE:

This Rid	er to the Mortgage between	VINCENT C. RAGLAND, A BACHELOR
		and MARGARETTEN & COMPANY, INC. dated APRIL 29,
19 86	is deemed to amend and sup	pplement the Hortgage of the same date as follows:
AND SA	ID MORTGAGOR covenants and	agrees:
follows	i. In the fourth un-numbers deleted:	ered paragraph, page 2, the sentence which reads as
	one or more monyhly payme	ed to pay the debt in whole, or in an amount equal tents on the principal that are next due on the note, sonth prior to maturity; provided, however, that ention to exercise such privilege is given at least prepayment.
the foll		ed paragraph, page 2, is amended by the addition of
	installment due date "	Vienest C. Raglace  -Borrower  -Borrower

and MARGARETTEN & COMPANY, INC. dated APRII 86

is deemed to amend and supplement the Mortgage of same date as follows: 19 AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value 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 fullypaid. (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is express's provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgage 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.

AND the said Mortgagor further covenants and agrees as follows:

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 of exercise such privilege is given at least thirty (30) days prior to prepayment.

That, together with, and in addition to the monthly payments of the 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 sum equal to the ground rents, if any, next due, plus the premium, that will next become due and payable on polities 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 surfus 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 tius; to pay said ground rents, premiums. (a) taxes and special assessments; and
- XX All payments mentioned in the two preceding subsections of this paragraph and in poliments to be note secured hereby shall be added together and the aggregate amount thereof shall be paid by the month in a single payment to be applied by the Mortgagee to the following items in the order self-beth: (b) by the Mortgagor each

		- A
	X	ground rents, if any, taxes, special assessments, tire, and other hazard insurance premium
/TT1	Y	interest on the note secured hereby; and
3464	7.5	interest on the note secured hereby; and
- Ciril	וטענו	amortization of the 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 of orthogone may collect a "late charge" not to exceed four cents (4') for each dollar (\$1) for each payment more than filter (15) days in arrears, to cover the extra expense involved in handling delinquent payments. (a)

If the total of the payments made by the Mortgagor under subsection (EXof 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 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 all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has 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 (b) 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 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 (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall property adjust any nature which shall have been made under subsection (fif) the next said note and shall properly adjust any payments which shall have been made under subsection for of the preceding paragraph.

-Borrower