F12 66/697

THIS INSTRUMENT WAS PREPARED BY:

DOWNERS GROVE, ILLINOIS 60515

MORTGAGE

This form is used in connection with mortgages insured under the one- to faur-family provisions of the National

Housing Act.

131:432-9272/203

LOAN NO. 0151006847

28TH----, 1986, between THIS INDENTURE, Made this CHRISTOPHER J. PEREZ AND MARY L. PEREZ, HIS WIFE AND BERNARDINO J. PEREZ, MARRIED TO ELTSABEL C. PEREZ----, Mortgagor, and MIDWEST FUNDING CORPORATION-----

a corporation organized and existing under the laws of THE STATE OF ILLINOIS---Mortgagee, well-

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgageel as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FORTY NINE THOUSAND TWO HUNDRED AND: NO/100-(\$ 49,200.00<del>----</del>)

army commy a creation DOWNERS TRIVE, ILLINOIS----- 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 FOUR HUNDRED THIRTY ONE AND 77/100----(\$ 431.77-----, 19.86), 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 soon paid, shall be due and payable on the first day 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 WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of ------COOK----- and the State of Illinois, to wit:

THE WEST 1 OF THE SOUTH EAST 1 OF LOT 8, IN BLOCK 4, IN MANDELL'S SUBDIVISION OF THE NORTH 1 OF THE SOUTH 1 OF THE NORTH WEST 1 OF SECTION 23, TOWNSHIP 38 NORTH,

RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS MORTGOE HUD 92116M (5-80) ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

TOUR COUNTY, ILLINOIS

TOGETHER with all and singular the tenements, hereditaments and expurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every tind for the purpose of supplying or distributing heat, light, writer, 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, time and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and lixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forty, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of thin it, 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 premises, anything that may impain 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 cor 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 toxes, 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 the tax, assessment satisfy the same.

This instrument is for use in the home mortgage insurance programs under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgages Letter 83-21) (9/83)

STATE OF ILLINOIS HUD-92116M (5-80) Revised (10/83)

AND the said Mortgagor further covenants and agrees as follows:

"Privilege is reserved to pay the debt, due date, or is a second to be a second to be debt. in whole or part, on any installment

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 mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of morths to elapse before one month prior to the date when such ground rents, premiums it is as assessment will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxed and applications and of the preceding subsection of this paragraph and all payments to be made under the mote secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgage or each month in a single payment to be applied by the Mortgage to the following items in the order set forth;

(1) mount sents it any taxes special assessments fire, and other hazard insurance premiums;

(I) ground rents, it any, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby, and
(III) amortization of the principal of the said note.

Any der 'ie cy in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the sue aterior. The Mortgagor prior to the sue aterior the mortgage. The Mortgagor prior lect a 'late harge', not to exceed four cents (4 e) for each dollar (51) for each payment more than fifteen (15) days in arrears; to court the extra expense involved in handling delinquent payments.

if the total of the proceeding paragraph shall exceed the total of the ray ments made by the Mortgagor under succeeding paragraph shall exceed the amount of the ray ments actually made by the Mortgages for ground rents, taxes, and assessments, or insurance primiums, 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 rad; by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor, under an section (4) 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 this Mortgagor shall pay to the Mortgagor any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, as ments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordage with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortage shall, in computing the amount of such indebtedness credit to the actionnt of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (e) of the preceding paragraph. If there shall be a ce'act under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Workagee 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 and a subsection (a) of the preceeding paragraph as a credit against the amount of principal then remaining unpaid under said note

AND AS ADDITIONAL SECURITY for the payme it of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits 40 v. due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or bereafter 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.

All insurance shall be carried in companies approved by the Mortgage and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable laures in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor, will give immediate notice by an it to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance compan, concerned is hereby subhorized and directed to make payment for such loss directly to the Mortgagee instead of to be Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the hortgagee 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 the non-insurance policies then indebtedness secured hereby, all right, title and interest of the Mortgagor in and to my insurance policies then in force shall pass to the purchaser of grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent do crin, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extrat it the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby a signed by the Mortgigor 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 here not be eli-gible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or suthotized agent of the Secretary of Housing and Urban Development dated subsequent to the SLATY DAYS as the from the date of this time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such inefigibility), the Mortgages or the holder of the note may, at its option, declare all sums secured hereby immediately due and physical This option may not be exercised by the mortgages when the ineligibility for insurance under the National Housing Act is due to the mortgages's failure to remit the mortgage insurance premium to the Department of Housing. and Urban Development.

IN 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 attipulated, 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.

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 solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of receiver costs taxes insurance, and other items necessary for the protection and preservation of the property demption, and such rents, issues, and protits when consecremmy we approximate the property the property the protection and preservation of the property that the protection are preserved to the protection and preservation of the protection and preservation and preservation of the protection and preservation are preserved as the protection and preservation of the protection and preservation are preserved as the protection and preservation are preserved as the protection and preserved as the protection and preserved as the protection are preserved as the protection and preserved as the pre

## UNOFFICIAL COPY

LOAN NO. 0151006847

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 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 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 costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of sale 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 three 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 by raid to the Mortgagor.

If Mortgagor shall pay seed 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 thirty (30) days exits written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby weives 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 excession 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 soull bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

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

CHRISTOPHER J. PEREZ AND This rider attached to and made part of the Mortgage between MARY L. PEREZ, HIS WIFE AND BERNARDINO J. PEREZ MARRIED TO ELISABEL C. PEREZ----- Mortgagor, \_Mortgagee, equipolation ada sub sere ef

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 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 in ir ince covering the mortgaged property (all as estimated by the Morte gee) 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 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 (g) regate 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:
  - ground rents, if in, taxes, special assessments, fire, and other hazard insurance premiums;
- (II) interest on the note struced hereby; and (III) amortization of principal : 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 Mortgagee may collect a "late charge" for to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in har line 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 octually 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, or shall be credited on subsequent payments to be made by the Mortgager, 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 it 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 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.

## **INOFFICIAL COPY**

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THE NUMBER OF THE PROPERTY OF THE PENULTIMATE PARAGRAPH IS AMENDED to add the following sentence: This option may not be exercised by the Mortgages when the say against the light to for insurance under the Watterial Housing Actual Control of the Control 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. yna trasdrivy to atmospic giftings our ili softense et includes atmospies final. प्रदेशक प्रमुख्य के कार्य के अपने कार्य के कर प्रकार के अपने अपने कार्य के अपने के विकास कर विकास के विकास कर क Dated as of the date of the mortgage referred to herein. come griundict add dagaja kampangang gan mada yang bilan . Or da Light bear of the state of the an modern wit ord; babbret massessite Mortgagor HRISTOPHER enanum topasing apprin politic tradit of a di tradit qui apprin a group apprin qui ta tradition 3.00 m 3 agaige is a menapolitica prosection. ins assault and ring give the boundary of a Herricanist stable to be two and Mortgagor Break of Magda ganger by a gogthar and Add book ona of wennyas K BERNARDINO J. MORTGAGOR jugik jadromakokel ELISABEL C. PEREZ, HIS WIFE ELISABEL C. PEREZ HAS EXECUTED THIS RIDER FOR THE SOLE PURPOSE OF MORTGAGOR Literate Williams Id Land diegelysin gligdinah edilgen in dies PERFECTING THE WAIVER OF THE Money duent had be book with one or will HOMESTEAD RIGHTS OF HER SPOUSE, ANT Lingsparent Guy bewen the BERNARDINO J. PEREZ. មក្សីការប្រមាន មេជីជប្រើស្រីម៉ាក់និះ ដែលចេញស និយានៃបាល , a gregoria judicija arbija (2 do comercia). Po prasto co s 1939 Mailent Mada tel done les lendos las Le triblewich developitions and lighted រាក់ ស្រែ ខាងគេកាតា ការស្រឹក្សិតិស again ad (a) poénque que ciencia actual. -१८५६ पङ्गेरोपक्षेत्र (३०० इ.स.**२०**० ५ इ.सू essit yar guing artificion yar ar red de Journal trelli कार वर्षेत्र हुन्द्रक्षण्यस्थिति । वस्तांकर्तातनवर्षे । पर्याप्त ន្ត នៅប្រកាសប្រមន្ត 🖟 នៅក្នុង នៅស្នើនិង bo , and samples often for the first of eur ym togithanir na 19ama, affelt, he wreath was the server of the serv ed I shererad de lama, managa seds carti-नवाक (प्रकासपुर्वा कर्णकार वेन सूर्व कर्णा) वर्ण । ये राज्य the construction of the continue of lende, welson und traday, od, yen bere a did begradianumni gine seranganenti ett ett ett

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