

UNOFFICIAL COPY

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 damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness on 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 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 the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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 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 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 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.

85231533

UNOFFICIAL COPY

HUD-9211631 (5-80)

If the total of the payments made by the Mortgagee under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rent, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rent, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee 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 Mortgagee 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 this 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 properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the date of the next 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.

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

(18) interest on the note secured hereby; and

(19) ground rent, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(20) monthly charge (in lieu of mortgage insurance premium), as the case may be;

(21) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or

month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(a) 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 Mortgagee each

(b) A sum equal to the ground rent, 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 rent, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premiums,

(c) taxes and special assessments; and

(d) 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 Mortgagee each

(e) month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) 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;

(2) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, 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;

(3) 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 provide 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 this instrument and the note secured hereby are not insured, 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 this instrument and the note secured hereby are not insured, as follows;

(4) 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 this instrument and the note secured hereby are not insured, as follows;

(5) 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 Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

AND the said Mortgagee 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 that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

AND SAID MORTGAGOR covenants and agrees:

UNOFFICIAL COPY

62855555
3 425321-203

MORTGAGE

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

THIS INDENTURE, Made this 3rd day of June, 19 86, between GUADALUPE J ESPARZA, AND SALLY ESPARZA, HIS WIFE

86231533

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

Thirty Thousand, Nine Hundred Eighty-Four and 00/100 Dollars (\$ 30,984.00)

payable with interest at the rate of Ten Per Centum

per centum (10 %) per annum on the unpaid balance until paid, and made payable to the order 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

Two Hundred Seventy-Two and 04/100 (Dollars (\$ 272.04) on the first day

of August, 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 sooner paid, shall be due and payable on the first day of July, 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:

LOTS 9 AND 10 IN SUBDIVISION OF BLOCK 1 IN MCDAVID AND ROHOD'S SUBDIVISION OF BLOCKS 15 AND 16 IN STONE AND WHITNEY'S SUBDIVISION OF THE NORTH 1/2 OF SECTION 7, TOWNSHIP 3, NORTH, RANGE 14, (EXCEPTING THEREFROM THE LANDS OF THE PITTSBURGH CINCINNATI AND ST. LOUIS RAILROAD AND THE WESTERN AVENUE BOULEVARD) IN COOK COUNTY, ILLINOIS. PERMANENT TAX NO. 20-07-101-014 2225 WEST 47TH STREET, CHICAGO, IL 60609

20-07-101-015 Lot 10
Lot 9

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.

11092766
Unit X

RUSH

Property of Cook County Clerk's Office

86231533

UNOFFICIAL COPY

1525

HUD-92116M (5-80)

86 231533

Property of Cook County, Illinois

at _____ o'clock _____ m., and duly recorded in Book _____ of _____

County, Illinois, on the _____ day of _____ A.D. 19 _____

DOC. NO. _____ Filed for Record in the Recorder's Office of _____ #1325 # _____ * 86-231533

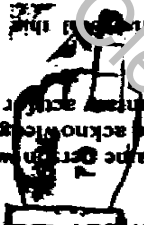
DEPT-01 14222 06/09/86 1-13388

HOMERWOOD IL 60430 950 W 175TH ST

This instrument was prepared by: Margaretten & Company, Inc.

Notary Public

Victoria J. ...
A. D. 19 86



GIVEN under my hand and Notary Public seal this _____ day of _____ 1986

personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instrument as (his, hers, their) free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That GUADALUPE J ESPARZA, AND SALLY ESPARZA, HIS WIFE

STATE OF ILLINOIS COUNTY OF Cook

-----Borrower-----

-----Borrower-----

-----Borrower----- SALLY ESPARZA, HIS WIFE

-----Borrower----- GUADALUPE J ESPARZA

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

THE COVENANTS HEREIN CONTAINED shall 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.

THIS MORTGAGE WHEN ATTACHED HERETO AND MADE A PART HEREOF

86231533

STATE: ILLINOIS

UNOFFICIAL COPY

FHA# 15114425311248
"FHA MORTGAGE RIDER" 2 3 1 5 3 3

FILE# : 62865555

This Rider to the Mortgage between GUADALUPE J. ESPARZA AND SALLY ESPARZA, HIS WIFE
and MARGARETTEN & COMPANY, INC. dated JUNE 3

19 86 is deemed to amend and supplement the Mortgage of the same date as follows:

AND SAID MORTGAGOR covenants and agrees:

1. In the fourth un-numbered 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.

2. The fourth un-numbered paragraph, page 2, is amended by the addition of the following:

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

Guadalupe J. Esparza
-Borrower

Sally Esparza
-Borrower

Property of Cook County Clerk's Office

86231533

