MORTGAGE

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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 day of June BRENDA GERMANY, DIVORCED AND NOT SINCE REMARRIED

1986 , between

86234304

. 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

Ferty-Eight Thousand, Seven Hundred Eighty-Six and 00/100 (\$ 43,786.00) payable with interest at the rate of

Dollars

Ten Per Centum

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

Mundred (Wanty-Eight and 34/100

Dollars (\$) on the first day 428.34 of 1786 , and a like sum on the first day of each and every month thereafter until the note is fully paid, except 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 and the State of SCOK Illinois, to wit:

JLBERT'S STOCHARLES ROAD SUBDIVIS TE NORTHEAST 7/3 OF SECTION 8, TO THE THIRD PRINCIPAL MERIDIAN, I

15-08-225-030

236 Hyde Park PREPAYMENT BEEF Bellwood, 12 AND MADE

60104.

(I) HERETO

, AND MADE A CARE HEREOF

DEPT-01 RECURDING

\$15.25

(#7444 TRAN 9157 06/19/86 15:15:00 #2 003 # ID *--86--234304

"REFERENCES HEREIN TO A MONTHLY MORTGAGE
INSURANCE PREMIUM A TANDED OR DELETED BY THE ATTACHED RIDER TO THIS MORTGAGER

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.

E OF IMPOSE D-92116M (5-80)

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall include respective heirs, executors, administrators, successors, and assigns of the parties herever used, the singular number shall include the plural, the singular number shall include the plural include.

Page m., and duly recorded in Book To <u>v</u>ab County, Illinois, on the Filed for Record in the Recorder's Office of DOC' NO' ٦I 29007 PALATINE 667 E WILNETTE KOAD This instrument was prepared by: Margaretten & Con.pany, Inc. My Commission expires: 5/24/89Notary Public GIVEN under my hand and Notarial Seal this waiver of the right of homestead. ment as (his, hers, their) free and voturing act for the uses and purposes therein set forth, including the release and peared before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instrupersonally known to me to be ine same person whose name(s) is(are) subscribed to the foregoing instrument, ap-BRENDA GERMANY DIVORCED AND HOT SINCE REMARRIED I, the undersiened, a notary public, in and for the county and State aforesaid, Do Hereby Certify That COUNTY OF LA RE STATE OF ILLINOIS WITNESS the hand and seal of the Mortgagor, the day and year first written.

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PALATINE, IL 60067 887 WILMETTE ROAD, SUITE F MARGARETTEN & COMPANY, INC.

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AND SAID MORTGAGOR covenditis 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 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 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 lincumbrance 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 herein or any part thereof or the improvements situated legal proceedings brough in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or ich so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the saine.

AND the said Mortgagor rurther 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 hext due on the mote, 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.

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) An amount sufficient to provide the holder tereof with funds to pay the next mortgage insurance premium instrument and the note secured hereby are insurer, or a monthly charge (in lieu of a mortgage insurance premium)

COTHALL If they are thick by the Secretary of Housing and Urba Dev lopment, as follows;

WHOSTH REPORT OF THE PROPERTY OF HOUSING THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF HOUSING ACT, as amended, and applicable Regulations thereunder;

(11) 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, fortance premium) which shall be in an amount equal to one-twelft (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delipsylancies or prepayme.

(b) A sum equal to the ground rents, if any, next due, plus the premiums hat will next become due and payable on

A sum equal to the ground rents, if any, next due, plus the premiums hat will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments hext due on the mortgaged property (all as estimated by the Mortgagee) less "warms already paid therefor divided by the number of months to elapse before one month prior to the date when sum ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trait to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding Calibrations of this paragraph and an 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 mount in a single payment to be applied by the Mortgagor each mount in a single payment to be applied by the Mortgagor to the following items in the order vel forth:

(if) premium charge in lieu of mortgage insurance with the Secretary of Howing and Urban Development, or mountly charge (in lieu of mortgage insurance premium), as the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest on the index secured hereby; and the case may be: 15.6 (if) interest o

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 not to a scenario of the payment more tha

If the total of the payment made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the shouth diffthe payments actually made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the shouth diffthe payments actually made by the Mortgagor are proupd rents payments, 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 appropriate them the Mortgagor shall be when the definition of the Mortgagor 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 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 displaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph ceding paragraph.

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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.

If Mortgagor shall pay said note at the second in the second shall abide by, control 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.

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 decupredisty evilence 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 secured; (4) all the said principal money remaining unpaid one in the proceeds debtedness hereby secured; (4) all the said principal money remaining unpaid one in the proceeds of sale, if any, shall then be paid to the Mortgagor.

EMENDY SERVINGASE INTROPRECIONAL BENDETERS, and stenographers' fees on the count of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees on the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee, so made parties, for services in such suit or proceedings, shall be made a further lien and charge upon the said premises under this mortgage, and all such expressed shall become be a further lien and charge upon the said premises under this mortgage, and all such expressed in suppose of an under this mortgage. But it is also shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this not gage. Hollumet.

Whenever the said Mortgagee shall be placed in possession of 'he 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; pry such currrent or back taxes and assessments as may be due on the said premises; pay for and maintain such in urance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgage, 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 tents, 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 THE EVENT that the "Lole 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 ocfore or after sale, and without notice to the said Mortgages, or any party claiming under said Mortgages, enclosed to the solvency or insolvency at the time of such applications for appointment of a factorial foliated the place Mortgages in possession of the premises of the premises of the premises of the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then to coupied by the owner of the equity of redemption. as a homestead, enter an order placing the Mortgages in possession of the premises, or appoint a receiver for the benefit of the Mortgages in possession of the premises, or appoint a receiver for the benefit of the Mortgages with power to collect the 'cat', issues, and profits of the said premises during the benefit of the Mortgages with power to collected and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected and a deficiency, during the payment of the indebted demption, and such rents, issues, and profits when collected and precedent of the payment of the indebted demption, and such rents, issues, and other items necessary for 'ne protection and preservation of the property.

10 THE EVENT of defau', 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 it,e 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.

THE MORTO COOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the Vational Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Flousing and Urban Development of the Secretary of Housing and Urban Development dated tubs quent 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 Mortgage or the holder of the note may, at its option, declare all sums sented hereby immediately due and payable.

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured bereby remaining unpaid, are hereby assigned by the Mortgages to the Nortgages to the specified by it on account of the indebtedness secured i.ereby, whether due or not. THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

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, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee at its option either to directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee at its option either to jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indeptedness hereby setuled to any part thereof. In estoration of the indeptedness hereby secured or to the transfer of the mortgage or other transfer of title to the mortgaged property in extinguishment of the event of foreclosure of this mortgage or other transfer of title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 prompted contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompted by, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

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. AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby

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FHA# 131:4375803-203B 6086-0402

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 6TH DA	Y OF JUNE ,19 86 ,
AMENDS THE MORTGAGE OF EVEN DATE BY AND	BETWEEN MARGARETTEN AND COMPANY, INC.,
THE MORTGAGEE, AND BRENDA GERMANY, DI	VORCED AND NOT SINCE REMARRIED
, THE MORTGAGOR, AS FOLLOWS:	
1. IN 185 FIFTH UNNUMBERENCE WHICH READS A	D PARAGRAPH OF PAGE TWO, THE S FOLLOWS IS DELETED:
OR AN AMOUNT EQUAL TO ON THE PRINCIPAL THAT A THE FIRST DAY OF ANY MI PROVIDED HOWEVER THAT	RVED TO PAY THE DEBT IN WHOLE, ONE OR MORE MONTHLY PAYMENTS ARE NEXT DUE ON THE NOTE, ON ONTH PRIOR TO MATURITY; WRITTEN NOTICE OF AN INTENTION LEGE IS GIVEN AT LEAST THIRTY PAYMENT.
2. THE FIFTH UNNUMBERED PARTY THE ADDITION OF THE	ARAGRAPH OF PAGE TWO, IS AMENDED FOLLOWING:
"PRIVILEGE IS RESERVED IN PART, ON ANY INSTAL	TO PAY THE DEBT, IN WHOLE OR LMENT DUE DATE.
	Y, DIVORCED AND NY SINCE REMARRIED
FIRST AFORESAID.	S SET HIS HAND AND SEAR THE DAY AND YEAR MORTGAGOR OF NDA GERMANY, DIVORCED AND NOT SINCE REMARRIED MORTGAGOR OF TRUSTEE'S TRUSTEE'S
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	SIGNATURE .

UNOFFICIAL CQRY

STATE: ILLINOIS

FHA#: 131:4375803-203B

6086-0402 FILE#:

"FHA MORTGAGE RIDER"

BRENDA GERMANY, DIVORCED AND NOT SINCE REMARRIED-----and This rider to the Mortgage between Margaretten & Company, Inc. dated JUNE 6 , 19 86 is deemed to amend and supplement the Mortgage of same date as follows: 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 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

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 paymer to be applied by the Mortgagee to the following items in the

order set forth.

ground rents, $\hat{\boldsymbol{f}}$ any, taxes, special assessments, fire and other hazard insurance premiums.

interest on the rute secured hereby, and amortization of the principal of the said note. III.

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 inder 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 Mortgago, under subsection (a) of the preceding paragraph shall exceed the amount of the payments accually made by the Mortgagee for ground 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 (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, assessments or insurance premiums shall be due. If at any time the Mortgagor shall taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquired 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 runds accumulated the property of the proceeding constant as a condition of the amount of principal to the proceeding the amount of principal to the proceeding the amount of principal to the amount of principal the amount of principal to the amount of principal the amount of principal to the amount of principal to the proceeding the amount of principal to the amount of principal to the amount of principal to the proceeding the principal to t under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

Paragraph $\underline{5}$ of pg. $\underline{3}$ is added as follows: "This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development".

BRENDA GERMANY, DIVORCED AND NOT SINCE REMARRIED

MORTGAGOR