# 31 4374078-703

### MORTGAGE

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

62865379

THIS INDENTURE, Made this 23 rd day of JOHN, G BLUE, AND SUSAN E BLUE, HIS WIFE

, 1986, between

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 330 2000 and the state of Illinois and Mortgagee 300 2000 and the state of the state o

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

Seventy-Four Thousand, Seven Hundweds Fifty-Two and 00/100 74,752.00 ) payable with interest at the rate of

Nine & Dre-Half Per Centum

respectively. Containing a first the highest first and he had a

per centum ( ) 1/2 %) 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 relivered; the said principal and interest being payable in monthly installments of

Seven Hundred Sighty-One and 18/100

Dollars (\$ 781.16 of August 1, 1936, 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

, 2001 July payable on the first day of NOW, THEREFORE, the said Mortg go, 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 Morigi gee, its successors or assigns, the following described Real Estate

situate, lying, and being in the county of Illinois, to wit: Sin

LOT 25 IN BLOCK 1 IN PHASE 2 LARAMIN SQUARE NUMBER 3 UNIT BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 34 TOWNSHIP 37 NORTH, RANGE 13, EAST 07 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOTS, PERMANENT TAX NO. 24-34-115-025

\$15.25 121 T#4444 STRunt #105:07/08/86:12:45:00 12451 # D 4 86 201 1 10 1 COOK COUNTY LECORDER

86 281402

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 of 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 MAIL HÚD-92116M (5-80)

m., and duly recorded in Book Page o,clock day of County, Illinois, on the Filed for Record in the Recorder's Clince of DOC: NO намемоор 0 £ 10 9 ΊI HISLT M OS6 This instrument was prepared by: Margaretten & Comp. ny, Inc. GIVEN under my hand and Notar waiver of the right of homestead. dent as (his, hers, then) free and to und action ledged the, she, they) signed, sealed, and delivered the said instrupersonally known to me to be ne same per -hame(s) is(are) subscribed to the foregoing instrument, ap-JOHN C BERE'T AL SORVE BERGE' HIR MILE ○ 八八八首 the under gred, annotary public, in and for the county and State aforesaid, Do Hereby Certify That ○ STATE OF ILLINOIS FHA MORTGAGE R DER ATTACHED HERETO AND MADE A PART HEREOF WITNESS the hand and seal of the Mortgagor, the day and year first 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 herero. Wherever used, the singular number shall include the plural, the singular, and the masculine gender shall include

differ any text of interiences from the light paid, (1) a sum sufficient to pay all textes and assessments on said premium from the light paid, (1) a sum sufficient to pay all textes and assessment that may be levied by authority of the State of Illinois, or of the county, town, yillage, 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 a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said be required by the Mortgagee 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 said fer any lien of mechanics men or material men to said premises; to pay to the Mortgagee, as here-table, uptil said note is fully noted. It as a sum sufficient to not all takes and essessments of a sum of the said note is fully noted.

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.

thereon, so have 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 to prevent the collection of the tax, assessment to prevent the collection of the tax, assessment to prevent the collection of 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, ten upon or against the premises described fierein or any part thereof or the improvements situated ment, or tax, ten upon or against the premises described fierein or any part thereof or the improvements situated

AND the said h lorts agor further covenants and agrees as follows:

AND SAID MORTGAGOR covenants and agrees:

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 anymonth prior to maturity; provided, however, that written notice of an intervion to exercise such privilege is given at least thirty (30) days prior to prepay-

That, together with, and in addition to, the monthly pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following and:

(a) An amount sufficient to provide the 'ole at hereof with funds to pay the next mortgage insurance premium if this instrument, and the note secured shereby are insured, or a monthly charge (in licu of a mortgage insurance premium) if they are held by the Secretary of Housing a id 'I chan Development, as follows:

(ii) If and so long as said note of even, are and this instrument are insured on are reinsured under the provisions prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to provide such premium, or the Secretary of I to sing and Urban as amended, and applicable Regulations thereunde; or as amount count of the most of even date and his instrument are held by the Secretary of Housing and Urban be compared, and applicable Regulations thereunde; or or instrument are note of even date and his instrument are held by the Secretary of Housing and Urban bevelopment, as monthly charge (in lieu of " mort age insurance premium) which shall be in an amount equal to one-wellth (I/2) or centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepared to be premiums that will next become due and payable on the sum equal to the ground tents, if any, next due, plus the premiums that will next become due on the one and payable on

A sum equal to the ground rents, if any, next due, plus the recentums that will next become due and payable on policies of fire and other hazard insurance covering the mortgageth, plus taxes and assessments next due sessments to elapsery (all as estimated by the Mortgageth, recent and principle of months to elapse before one month prior to the date will become definduent, such sums to pay said ground rents, premiums, taxes and assessments will become definduent, such sums to be held by Mortgaget in trust to pay said ground rents, premiums, taxes and sessments will become definduent, such sums to be held by Mortgaget in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paras are and all payments to be made under the note secured hereby shall be added together and the subsections of the same in the order set forth:

(g) premium charges under the contract of insurance wilh the Secretary of Housing and Urban Development, or monthly charges that the order premium), as the case may be;

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

(II) instruction of the principal of the said ande.

(iV) amonthstand the principal of the said ande.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made took by the Mortgagor prior to the next such payment, constitute an event of default under this mortest. The Mortgagor may collect a "late charge" not to exceed four cents (4) for each dollar (51) for each payment more than fifteen (15) days in attests, to cover the extra expense involved in handling delinquent payments.

ceding paragraph. 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 preceding paragraph, if there is a default under any of the procedings of 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 (c) of the preceding paragraph. If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragrams actually made by the Mortgagor under subsection (b) of the preceding paragrams, as the case may be, such excees, if the loan is current, at the option of the Mortgagor, shall be credited on the Mortgagor, shall be credited on the Mortgagor, it, however, the monthly payments 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 the fore the date when payment of such ground rents, taxes, assessments, or insurance premiums shall become due and payable, then the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the entire indebtedness represented thereby, the Mortgagor shall, in computing the smount of such indebtedness, credit to the account of the former made under the provisions of subsection (c) of the preceding paragraph which the Mortgager shall, in computing the shousing and Urban Development, and any balance remaining in the funds accumulated under the provisions of the subsection (b) of the preceding paragraph. If there shall under any of the preceding paragraph, it there shall under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this

UNOFFICIAL COPY 2

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 tamages, 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 Mortgage to the Mortgage and shall be paid forthwith to the Mortgage to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGA O'N FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the Fational 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 to relative 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 the king 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 or 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 all 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 occurred by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in poss ssion of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, was, 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 of p 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 instracte in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or of the such amounts as shall have tions, 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 for 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, Cand 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 to 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.

STATE: .ILLINOIS

FHA#: 131-4374078-703

AFILE : 62865379

This Rider to the Mortgage between JOHN G. BLUE AND SUSAN E. BLUE, HIS WIFE

and MARGARETTEN & COMPANY, INC. dated HINE 23rd.

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 monyhly 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 (39) 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 dace."

204 County

-Borrower

-Borrower

Soorty Ox Cook Country Clerk's Office

JUNE

"THA PORTUAGE RIDE This Rider to the Md BLUE , HIS WIFE & COMPANY, and MARGARETTEN INC. dated

131-4374078-703

is deemed to amend and supplement the Mortgage of same date as follows: 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 here-inafter 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 expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgage chall 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 len so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor (urther 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 to precise such privilege is given at least thirty (30) days prior to prepay-

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 Mortgag or 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 policies of fire and other hazard insurance covering the mortgaged property (all as estimated by the Mortgagee) less at sums already paid therefor divided by the number of months to elapse before one month prior to the date when support to pay said ground rents, premiums, taxes and assessments will become definquent, such sums to be held by Mortgagee in tract to pay said ground rents, premiums, taxes and special assessments; and (a) XX A
- (b) \*\*All payments mentioned in the two preceding subsections of this paragraph and the payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

ground rents, if any, taxes, special assessments, fire, and other hazard insurance premium s; interest on the note secured hereby; and 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 Mortgagee may collect a "late charge" not to exceed four cents (4') for each dollar (\$1) for each payment more than f free (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 (5Xof 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 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 properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph. ceding paragraph.

Rorrower

Borrower

Dopenty of Colling Clerk's Office