MORTGAGE

as of the National Housing Act.

day of JULY 11TH THIS INDENTURE, Made this ROBERT CROWE AND MARTHA C. CROWE, PUSHAND/WIFE

. 19 SS . between

86293854

RESIDENTIAL FINANCIAL CURP.

a corporation organized and existing under the laws of NEW UEFBEY

Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY-EIGHT THOUSAND. SIY HUNDRED AND 00 /100

TEN AND ONE-HALF

Dollar (S

payable with interest at the rate of $-41 \text{ M} \cdot 444 \text{ per contain} (-10.590)$ to the order of the Mortgagee at its office in

%) per annum on the unpaid balance until paid, and made payable

1445 VALLEY ROAD, WAYNE NEW JERSEY 07470

place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED THIRTY-SIX AND 04 /100

Dollars (\$

) on the first day

 $\sim 19^{-20}$, 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 rad interest, if not sooner paid, shall be due and payable on the first day of AUGUS!

NOW, THEREFORE, are said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants 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 600k

LOT 407 (EXCEPT THE NOWTH 15 FEET THEREOF) AND THE NORTH 20 FEET OF LOT CONSTITUTION TO WESTCHESTER. A SUPPLY SUPPLY SUPPLY SUBJECTION OF LOTS 10 AND 11 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 18 TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEE ATTACHED "ONE TIME MIP MORTGAGE HIDER" MADE A PART HEREOF. SEE ATTACHED " PREPAYMENT OPTION RIDER" M. DE A PART HEREOF.

15-16-407-067 (ALL) VA 165 Norfolk Westchester IL 100153

DEPT-01 RECORDING 7\$2222 TRAN C165 D7/15/86 D9:+6:00 \$3:86 \$ 1 ★-86-293854 COOK COUNTY RECORDER

TOGETHER, with all and singular the tener:cots, hereditar and all apparatus and fixtures of every kind for the purpose of suppyling or distributing heat, light, water, or priver, 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 energy of the said Mortgagor in and to said

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, wato the salad histographe, its nuccessors and gas, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Home, sead its emption Laws of the State of Illinois, 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 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 mortgagoe, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or nent 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 ments 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 to 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, of 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 lies upon or against the premises described herein or any part thereof or the rovements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validiry 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 to contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

Replaces FHA-2116M, which may be used until supply is exhausted

STATE OF ILLINOIS HUD-92116M (5-80)

UNOFFICIAL COPY

CINDY ANDERSEN ARLINGTON HTS., IL. 60005

122 Е. АССОИСЛІЯ ВД. RESIDENTIAL FINANCIAL CORP.

RETURN TO AND PREPARED BY:

OPO 871 680 HCD-9211674(5-80)

(SEVE)

| · · · · · · · · · · · · · · · · · · · | | | | · / |
|---|-----------------------|-----------------------------|---|--|
| | 2814 | ю | m., and duly recorded in Book | o,cloca |
| 4.D. 19 | | quà ot | County, Elimoia, on the | |
| - Notes Public | | | ed for Record in the Recorder's C | dia. |
| 98 61 0 | | | | John bas bash vm |
| inume, n', appeared before me M free and voluntary act | 13HT as sosmorte | L and delivered the said in | _ | th 5d or 5m or nework yllenoersq hert bagbolwondne bas noersq ni yeb bidi nol rec uses and puppingses therein set no |
| co my and State aforesaid, | public, in and for un | 331M/QNV8SOH (3 | Б.2./у Врие анд наятна с. сврие | ו בור בואכן פרסיפי |
| _ | O.X | я | , . S | STATE OF ILLINOIS |
| (SEAL) | 9 | | (SEAL) | |

WITNESS the hand and sest of the Mortgagor, the day and year furst written

strators, successors, and assigns of the parties hereto. Wherever used, the singular, and exclude the plantal, the plantal the singular, and the masculine THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inser, to the respective heirs, executors, of the Mortgagor shall operate to release; in any manner, the original liabil ty of he Mortgagor.

(SEVE)

IT IS EXPRESSLY AGREED that no extension of the time for payura of the debt hereby secured given by the montgages to any successor in interest release or satisfaction by Merega

ease or satisfaction of this montpage, and Montpagor bereby waivies, so a medita of all statutes or laws which require the earlier execution or delivery of such tests herein, then this conveyance shall be mult and vivid and vivid sade will, within thirty (30) days after written demand therefor by Mortgagor, execute a

If Mortgagor shall pay said note at the time and in the Layner aforesaid and shall abide by, comply with, and duly perform all the covenants and

off of bing of mail likels, year is also to ebocomy of the telephone of T. Linegen gainsteam yourse lacking, has all its (+) Lowcose you have been on the mobile montgage with inserted on such advances at the nate of forth in the note secured hereby, from the time such advances are made: (5) all the accured in entary evidence and cost of said abstract 💌 examination of title: (2) all the moneys advanced by the Montgages, if any, for the purpose authorized in the AND THERE SHALL BE INCL. DED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any

exercine hereby and be allowed in an decree foreclosing this mongage. static or proceedings, shall be a farther k_i and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedof this mortgage, its costs and earr saste, and the reasonable fees and charges of the attorneys or solicitors of the Mortgages, so made parties, for services in such abstract of title for the paston tot as th foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgages ahall be made a party thereto by reason

solicitor's fees, and sive for of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete. AND IN CASE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the DECERENT TO CHILL IN Its DECERENT OF this DELIGIBLE

receive the renti /v = es, and profits for the use of the premises bereinabove described, and employ other persons and expend isself such amounts as are reasonably ses 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 its as may be due on the said premises; pay for and maintain such insurance in much amounts as shall have been required by the Mortgages; lease the said foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may; keep the said premises in good repair; pay such current back taxes and Or prehense in most and Montgages shall be clearly in possession of the above describes under an order of a court in which an action is premises under the same order of a court in which an action is premises that the court is a court in which are described in premises and the court in which are described in premises and the court in the cour

preservation of the property. I, and profits when collected may be applied toward the payment of the indebtodness, costs, taxes, issuessoes, and other interns necessary for the protection and es chang the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full standory period of redemption, and such rents, at the Montagate is possession of the premises, or appoint a receiver for the benefit of the Montagace with power to collect the result, issues, and profits of the 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, enser an order Et. or for an order to place Mortgages in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and Montgragor, or any penty chainsing wader said Montgragor, and without regard to the solvency or insolvency at the time of such applications for appoin 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 mithous notice so the said 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

normed interest thereon, shall, at the election of the Mortpages, without notice, become immediately due and payable. dies destroof, or in case of a breach of any other coverant or agreement berein stipulated, then the whole of said , cincipal sum remaining unpaid together with IN THE EVENT of defends in making any mouthly payment provided for berein and in the note secured hereby for a period of thirty (30) days after the

UNOFFICIAL COPY 3 4

AND the raid Mortesoor further convenants and agrees as follows:

THE CONTROL OF THE CO

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 Mortgagoe, 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 hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured biereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (1) If and so long as said note of even day and this instrument are insured or are reinsured under the provisions of the National Housing Act, 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, as amended, and applicable Regulations thereunder; or
 - (II) 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 ant randing balance due on the note computed without taking into account delinquencies or prepayments.
- (b) 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 Mortgages) less all sums aire; dy/ard therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessment; will become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in 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 payment to be applied by the Mortgagoe to the following items in the one a set forth:
 - (1) premium charges under the and act of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be:
 - (II) ground rents, if any, taxes, special assessments, fire, and other hazard assurance premiums
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of the said

Any deficiency in the amount of any such aggregate most by yment 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 (44) for each dollar (\$1) for each payment more than falteen (15) days in arrears, to cover at a expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the 'receding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rests, 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 cdr so, d 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 gre sor sonts, 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 Mortgagor amount necessary to make up the deficiency, on or before the date when payment of such ground rests, taxes, assessments, or insurance premiums shall under the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtorhess represented thereby, the Mortgagor shall, in computing the amount of such indebtorhess, credit to the account of the Mortgagor all payments made wider the provisions of subsection(a) of the preceding paragraph which the Mortgagoe has not become obligated to pay to the Secretary of Housing and Urban II everyment, 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 viy of see provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, if a 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 fix d) accumulated under subsection (b) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor 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 hazards, casualties and contingencies in such amounts and for such periods as may be required from 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 field by the Mortgagee and have attached thereto loss payable classes in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by small 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 Mortgagoe 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 indebtodness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagoe and shall be paid forthwith to the Mortgagoe to be applied by it on account of the indebtodness 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 ninety 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 ninety 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 insuredistely due and payable.

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

This rider attached to and made part of the Mortgage between

ROBERT CROWE AND MARTHA C. CROWE, HUSBAND AND WIFE RESIDENTIAL FINANCIAL CORP.

Mortgagor and, Hortgagee,

dated 7-11-86 revises said Mortgage as follows:

.1. 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 premiuns 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 therefore 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 ply said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all parments 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 Mortgages to the following items in the order set forth:
 - ground rents, if any, tixes, special assessments, (I)fire, and other hazard insurance premiums;
 - interest on the note socired hereby; and (II)

amortization of principal of the said note. (111)

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 or default under this The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) for each osyment 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 Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, of insurance premiums, as the case may be, such excess, if the loan in 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 para graph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor 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

86293854

UNOFFICIAL COPY

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 credic against the amount of principal then remaining unpaid under said note.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

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.

Dated as of the date of the mortgage referred to herein.

of the cook County Clark's Office

REPART OF EXPLORED TO A PROPERTY OF THE PROPERTY

The five ground steel their \$134 Street Sections

"李龙"的"文"是《新教书》李杨明"文文"李文章文章

A TEAT OF A DECAME MAN OWNER, THE WHILE HE RESIDENCE

the firstpages open file libration is water to confidence to the second

in the thirt is a section.

က လူတွင် မြောင့် ရေးသည်။ သင်္ကာ သင်္ကာ အချင့် သင်းများသည်။ မြောင်းများများများသည်။ မြောင်းများသည်။ စီအက အကြောင မြောင်းများရောင်

themse production of the produ

The five section is not below the section of the se

The conteger of concerned to the displacement of the entries of th

THE WITHEST WHENEST .
HORSENT CROWN MAD MADE THAT I THOSE TO GO ON THE SE

turn met burn his atdres krimter es lægt den tyr i stiller i li

Martha C. Grave

Ox

Marseneth

3629385