62863002 131 530896-703 95630

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

MORTGAGE

1.0N

day of THIS INDENTURE, Made this 2 S N 17th LUIS O NAJERA, AND ZOLATA S NAJERA, HIS WIFE 11

July

1986, between

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-Nine Thousand, Four Hundred Forty-Four and 00/100 (\$ 39,444.00) payable with interest at the rate of

Nine & One Half Per Centum percentum (9 % 1/2 %) per annum on the unpaid balance until paid, and made payable to the orde. 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

Three Hundred Thirty-One and 72/100

331.72 Dollars (\$

) on the first day

, and a like sum on the first day of each and every month thereafter until September 1, 1986 the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and , 2016 August payable on the first day of

NOW, THEREFORE, the said Mor garor, for the better securing of the payment of the said principal sum of money and interest and the performanc of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mor gagee, its successors or assigns, the following described Real Estate and the State of situate, lying, and being in the county of Illinois, to wit:

LOT 23 IN BLOCK 7 IN CALUMET PARK THIRD ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTH FEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1925 AS DOCUMENT 89 99 101, IN COOK COUNTY, ILLINOIS. 7, 1925 AS PERMANENT TAX NO. 29-02-313-023-19

\$15,00

DEPT-91 RECORDING \$15.17.21/86 15.14.00 \$4906 B = \$6.306599 \$206599

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.

BOX 158

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

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IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by ability of the Mortgagee to release, in any manner, the original sability of the Mortgagee.

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 expectation 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 documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, cut 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 inflictedness 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 Mortgagot.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgage on 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 comply's 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 reasons 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 ino gage.

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 forcelose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; psy such current or back taxes and assessments as may be due on the said premises; pay for and maintain seen insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgage or other upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issued 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 "" of of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, are, upon the filing of any bill for that purpose, the court in which such bill is filled may at any time thereafter, eith it offore or after said without notice to the said Mortgagen, or said Mortgaget, or said mortgaget to the solvency or insolvency at the time of such applications for appointment of a receiver; or jut any order to place Mortgagee in possession of the premises of such profits of the premises of any perfect of the appointment of a receiver; or jut any order to place Mortgagee in possession of the premises of the premises of any of redemption, as a bomestead, enter an order placing the Mortgagee in possession of the premises, or appoint, a receiver; or the Mortgagee with power to collect the "one," issues, and profits of the permises, or appoint, a receiver to collect the "one," issues, and profits of the payment of the indebted demption, and such rents, issues, and profits of the said premises, during the relating the more of the indebted of the Mortgagee with power to collect the "one," insurance, and profits when collected that be applied toward the payment of the property. The indepted of the more of the indepted of the indepted toward, taxes, insurance, and profits when collected toward the payment of the property.

IN THE EVENT of defaul, it making any monthly payment provided for herein and in the note secured herein appried 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.

THE MORT GAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under on Mational Housing Act within 60 days from the date hereof (written statement of any officer of the Department of 1 lousing and Urban Development dated substitute 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 incligibility), the Mortgage of the holder of the note may, at its this mortgage, being deemed control in the following to insure said note and option, declare all sums sented hereby immediately due and payable.

THAT if the premises, or any part thereof, he 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 upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the idonessing and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-ness secured nevery, whether due or not.

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 Mortgagor and the Jointly, and the indebtedness hereby secured or to the Mortgagee at its option either to jointly, and the indebtedness hereby secured or to the restoration or repair of the property damaged. In 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 the restoration or repair of the property damaged. In indebtedness secured hereby, all right, title and interest of the Mortgage property in extinguishment of the indebtedness for the mortgage or other transfer of the mortgaged property in extinguishment of the information of the indebtedness for the mortgage or other transfer of the mortgaged property in extinguishment of the information of the indebtedness hereby, all right, title and interest of the Mortgager in and to any insurance policies then in force shall pass to the purchaser or grant interest of the mortgage or of the mortgage or other transfer of the mortgage or or other transfer or of the mortgage or or of the mortgage or or other transfer or or the mortg

THAT HE WILL KEEP, the improvements now existing or hereafter erected on the mortgaged property, instance are contingencies in such amounts and for such periods as may be required 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.

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.

a in al Mar. Automobile 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 Mortgages, as here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois; or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee

In case of the refusal 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 shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax liet upon or against the premises described herein or any part thereof or the improvements situated thereon, so long is 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, and the sale or forfeiture of the said premises or any part thereof to satisfy the same. 13 AG

AND the said Mortgage? 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 the principal that are next due on it 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 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 Mortgager, will pay to the Mortgager, on the first day of each month until the said note is fully paid, the following sums:

An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurfance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurfance premium) if they are held by the Secretary of Housing and Urbin Development, as follows:

(I) If and so long as said note of even date which instrument are insured or are reinsured under the provisions of the National Housing Act, an amount of fitten to accumulate in the hands of the holder one (1) months prior to its due date the annual mortgage in which can be 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

(11) If and so long as said note of even date and this introduction are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage in urance premium) which shall be in an amount occust to one-twelth (1/12) of one-half (1/2) per centum of the everage outstanding balance due on the note computed without taking into account delinquencies or prepay ants;

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 number of months to elapse before one month prior to the date when furth ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in this to pay said ground rents, premiums, taxes and special assessments; and

(c) 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 payment to be applied by the Mortgagor to the following items in the order set forth:

(l) prenium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(l1) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(l1) interest on the note secured hereby; and (IV) amortization of the principal of the said note.

 $(x_i \circ (Y_i), \dots, Y_i) \in$

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by ... Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgager may collect a "late charge" not to exceed four cents (4') for each dollar (51) for each payment more than III on (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 (b) of 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 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 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 cading paragraph. ceding paragraph.

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STATE: ILLINOIS

FHAN : 131-4530896-703

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MORTGAGE RIDER" ZSN

This	Rider	to	the	Mortgage	between	LUIS	0.	NAJERA	&	ZOKA	S.	NATERA	,	
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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 writter 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."

-Borrower

-Borrower

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This Rider to the Mortgage

and MARGARETTEN & COMPANY, INC. dated

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 laxes 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 praceeds 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's shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upor 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 lie, so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor 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 the principal that are next due on the note, on the first day of any month prior to majurity; provided, however, that written notice of an intention to elercise 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 Mortgaj or will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

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- A sum equal to the ground rents, if any, next due, plus the preniums 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 two already paid therefor divided by the number of months to elapse before one month prior to the date when tach 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 (a)
- (b) XX All payments mentioned in the two preceding subsections of this paragraph and at payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Murigagor each month in a single payment to be applied by the Mortgager to the following items in the order sector th: err areas in the state of

ground tents, if any, taxes, special assessments (17) interest on the note secured hereby; and (17) amortization of the principal of the said note, ground tents, if any, taxes, special assessments, lire, and other hazard insurance premium; interest on the note secured hereby; and

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 No tgagee may collect a "late charge" not to exceed four cents (4') for each dollar (51) for each payment more than lifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(a) (a)

If the total of the payments made by the Mortgagor under subsection (XXof 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 Morigagor shall pay to the Morigagee 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 nots 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 Swertary 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 (d) of the presaid note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

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