C:OP:Y:

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

THIS INDENTURE, Made this

218T day of JULY

, 1986 between

ROBERT M. MILLER AND WIFE, ROBERTA MILLER

, Mortgagor, and

THE LOMAS AND NETTLETON COMPANY a corporation organized and existing under the laws of CONNECTICUT Mortgagee.

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payable with interest at the rate of per centum ( 10,0000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DALLAS, or at such other place as the holder may designate in writing, and deliver-DALLAS COUNTY, TYXAS ed; the said pincipal and interest being payable in monthly installments of SIX HINDRED FIFTY FOUR AND 23/100-- Dollars (\$ 654.23 ) on the first day SEPTEMBER , 19 86, and a like sum on the first day of each and every month thereafter until of the note is fully paid, skeept that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST 2016

NOW, THEREFORE, the seid 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 WARRAST unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois to will.

LOT 34,35 AND 36 IN EM LU DEL SUBDIVISION OF LOTS 173, 174, 175 AND 176 IN BROADVIEW, A SUBDIVISION OF THE NORTH EAST 1/4 AND THE EAST 1/2 OF THE NORTH WEST 1/4 (EXCEPT BAILROAD) ALSO THE NORTH 327.36 FEET OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 LYING NORTH EAST OF RAILROAD ALL IN SECTION 22. TOWNSHIP 39 NORTH, RANGE 12 EAST C2 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PERMANENT TAX NUMBER 15-22-224-005-0000 10: 34 15-22-224-004-0000 (35) 15-22-224-003-0000 (36)

TOGETHER with all and singular the tenements, hereditaments and appartenances 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 Illi iois 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 Mortgagee, 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 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 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, it 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 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 lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

The form and substance of this document are the same as HUD/FHA form No. 92116M (5-80) currently in use. So certified by The Lomas & Nettleton Company, by Eddie Daniels, Assistant Vice President.

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the 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 CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum chall 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 recelosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party there's by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or so dictions 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 indebteures 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 atterneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and /x...ination 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 laid principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreement. Exercin, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written deriand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgago. shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

	the Mortgagor, the day and Jear light vi	ritten.
Kotel mill	[SEAL] Koherto	Bellen [SEAL]
ROBERT M. MILLER	ROBERTA MILLER	T
***************************************		[SEAL]
STATE OF ILLINOIS		
COUNTY OF COOP	8 <b>8</b> :	
I, MARIAN BA	ROBERT M. Mil	, in and for the county and State
aloresaid, Do Hereby Certify That	NOBERT NO MIL.	
person whose name a re-	subscribed to the foregoing instrument,	any known to me to be the same
person and acknowledged that プクピッ	<ul> <li>signed, sealed, and delivered the sa</li> </ul>	id instrument as The
iree and voluntary act for the uses and of homestead.	purposes therein set forth, including the	e release and waiver of the right
GIV Filpspeden ppy (handpepid Motoria)	Seal this 21 day 9	rely, A. D. 19 86
MARIAN BARATTA	mari	Bare
MY COMMISSION EXPIRES 11/15/89		Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

o'clock

m., and duly recorded in Book

of

Page

DRAFTED BY AND WHEN RECORDED RETURN TO:

BARBARA SIBMASKO
THE LOMAS & NETTLETON COMPANY
1300 WEST HIGGINS RD. SUTTE 116
PARK RIDGE IL 60068



IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgages, without notice, become immediately due and payable. There is the election of the Mortgages, without notice, become immediately due and payable.

ment 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 SINTY DATS time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and something. THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DATS. Irom the date hereof (written state-

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebteuness upon this Mortgage, and the Not ascured hereby remaining unpaid, are hereby assigned by the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-ness secured hereby, whether due or not.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

shall be need by the Mortgages. In event of loss Mortgagor will give immediate notice by mail to the Mortgages. In event of loss Mortgages will give immediate notice by mail to the Mortgages, who may make promotely by Mortgagor, and each insurance company concerned is here'y stributized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee strike 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 indebtedness hereby secured or to the restoration or repair of the property damaged. In event 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.

Title I strip pass to the purchaser or grantee. All insurance shall be carried in companies approved by the Mortgagee and the policies, and renewats thereof shall be held by the Mortgague and have attached thereto loss payable clauses in favor of and an form acceptable

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 the Mortgagee against loss by the Mortgagee and sometime and contingencies in such amounts and for such periods as may be required by the Mortgage and will pay promptend contingencies in such amounts and for such periods as may be required by the Mortgage and will pay promptend of any premiums on such insurance provision for payment of which has not over made hereinbefore.

of the premises hereinsbove described. AND AS ADDITIONAL SECURITY for the payment of the indebtedness as as the method assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use lect a "like tokenge" not to ax seed four cents (44) for each dotter (31) tot each payment more train titleren (12) testes in the token of the extra ext, escale involved in headfulling delinquent payments.

If the tokel of the payments made, by the Mortgagor under subsection (4) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under subsection (5) of the mortgagor, and because the case may be, such excess, if the loan is current, at the end of the Mortgagor, shall be credited on made by the Mortgagor shall be credited on the Mortgagor and payable, then the Mortgagor shall be wortgagor, or refunded to the Mortgagor. If, however, the monthly payments and payable, then the Mortgagor shall be to the Mortgagor and payable, then the Mortgagor shall be due to be preceding passessments, or insurance premiums shall be due and beyone the date when payment of such ground revez taxes, assessments, or insurance premiums shall be due. If all payment of the Mortgagor shall tender to the Mortgagor all payments or pelore the date when payment of such ground revez, taxes, assessments, or insurance premiums shall be due. If a cary time the Mortgagor shall tender to the Mortgagor all payments made under the provisions of Housing and Urban Development, and holds are shall provisions of the preceding paragraph which the Mortgagor all payments are under the provisions of Housing and Urban Development, and holds are shall provisions of the preceding paragraph which the Mortgagor engite time the provisions of the preceding paragraph which the Mortgagor elegant to the provisions of the preceding paragraph which the Mortgagor elegant to the connent of such proveeding paragraph which the Mortgagor elegant to the provisions of the preceding paragraph. If there shall property is otherwise and shall property is otherwise and shall property adjust any payments which the form the inference of the connent of such proveeding under the development. The first the same that is any the first shall be

Any deficiency in the amout tot any such aggregate monthly payment shall, unless made good by the Mortgager prior to the due date of the nazi. "ch payment, constitute an event of default under this mortgage. The Mortgager may collect a "late charge" not to exceed four cents (e.e.) for each payment more than filteen (15) days in arrests, to cover the extre extent outcone in handling definiquent payments.

(c.) All percent assessments; and note seem to see the preceding to be made under the note seem of percent assessments; and the segregate amount thereof shall be added together and the aggregate amount thereof shall be edded together and the aggregate amount the order set forth:

(I) pen whi. "brage to the note agoitset of the Mortgages to the following items in the order set forth:

(II) ground revits, it say, taxes, apecial assessments, fire, and other hazard insurance premiums;

(II) interest, on the note secured hereby; and

(III) interest, on the note secured hereby; and

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on polities 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 Mortgaged property (all as estimated by the Mortgages when such ground rents, premiums, taxes and assessments to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments and special assessments; such such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and security of the taxes and security of taxes and security o

An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium if they are hald by the decreatery of flousing and then bevelopment, as closed or an extramed under the provisions (i) if and so long as said note of even date end this instrument are insured or any reinauced under the provisions pay such premium to the Secretary of Housing Act, an amount sufficient to accumulate in the hands of the holder one (ii) if and so long as said note of even date she housing her parament to the Wational Bousing Act, pay such premium to the Secretary of Housing and Urban Development pursuant to the National Bousing Act, in amount and specifications instrument set held by the Secretary of Housing Act, (II) if and so long as said note of even date and this instrument set held by the Secretary of Housing and Urban to one-twelfth (I-/12) of one-thief (I-/2) per centum of the sverage outstanding balance due on the note computed without the computer of the Secretary of Secretary

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:

EX PRIVILES IS RESERVED TO PAY THE REST, IN WHOLK OR IN PART, ON ANY INSTALLANDED INC. The property of the second second second was the second second second second second second second second second

AND the said Mortgagor further covenants and agrees as follows:

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This rider attached to and made part of the Mortgage between Robert M. Miller and Roberta Miller

"set ragor, and

Lomas and Nettleton

Mortgagee,

dared

July 21, 1986

revises said Mortgage as follows:

t. Page 2, the second covenant of the Mortgagor is amended to read:

That, tegether with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, 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 mortgage property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to clapse 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
- (h) 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 said by the Mortgager each month in a single payment to be applied by the Mortgager to the following items in the order set forth:
  - ground ferts, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (II) interest on the note secured hereby; and
  - (III) amortization of 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 (\$il 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 Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually mode by the Mortgagee for ground rents, taxes, and assessments, or insurance promiums, as the case may be, such excess, if the loan is turrent, at the : : : n of the Mortgagor, shall be credited on subsequent payments to be made the Mortgagor, or refunded to the Mortgagor. If, however, the monthly : ...ments made by the Mortgagor under subsection (a) of the proceeding 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 of 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 restr, taxes, assessments, or insurance premiums shall be due. If at any time too Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness repreresited thereby, the Mortgagee shall, in computing the amount of such indebtedroom, arodit 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 contrage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee

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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 fu is accumulated under subsection (a) of the preceding paragraph as a credit 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.

of the Opening Opening Clerk's Office Dated as of the date of the mortgage referred to herein.

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