o. Pirsy supralitar myo. One Rierce Phote T205 Itasca, IL 60143 State of Illinois 131:4588187 , 19 &6, between **JULY** JOHN RESAMPBELL AND JUL! H. CAMPBELL . HIS WIFE , Mortgagor, and FIRST GIBRALTAR MORTGAGE CORP. a corporation organized and existing under the laws of THE STATE OF TEXAS Mortgagee. Witnesseth: That officers the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note searing even date herewith, in the provipal sum of SEVENTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$ 76,250.00) per centum (10.00 %) per annum on the unpaid balance until payable with interest at the rate & paid, and made payable to the order of the Mortgagee at its office in PALLAS, TEXAS 75381-0199 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 SIX HUNDRED SIXTY MINE AND 15/100 Dollars (\$ (69.15) on the first day of SEPTEMBER 19 and a like sum of the first day of each and every month thereafter until the note is fully Dollars (\$

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

. 2016.

LOT 2034 IN ELK GROVE VILLAGE, SECTION 6, BEING A SUB-DIVISION IN THE EAST HALF OF SECTION 37. TOWNSHIP 41 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1959 AS DOCUMENT NUMBER 17429393, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 388 CEDAR LANE, ELK GROVE VILLAGE, IN INOIS 60007 PERMANENT INDEX# 08-33-208-024

SEE ATTACHED "RIDER TO MORTGAGE" MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the revits, 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 state, right, title, and interest of the said Mortgagor in and to said premises.

To have and to noid 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.

And sold Mortgagor covenants and agrees:

AUGUST

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, (It a sum sufficient to pay all taxes and assessments on said preraises, 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

HUD-92116M(1)-86 Edition) 24 CFR 203.17(a)

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UNOFFICIAL COPY

UNOFFICIAL COPY

All insurance skall 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 nereby 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 extinguish-

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 complemation for such acquisition, to the extent of the full amount of indeb edness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by is on account of the indebtedness secured hereby, whether due or not

ment of the indebtedness secured hereby, all right, title and in-

terest of the Mortgagor in and to any insurance policies then in

force shall pass to the purchaser or grantee.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance upon the National Housing Act within 90 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 90 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 bolder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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 remaini... 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 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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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 cour 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 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 do umentary 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 fees 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 mortgar, and be paid out of the proceeds of any sale made in pursuarce 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 distract and examination of title, (2) all the moneys advanced by the 'don' pages, if any, for the purpose au horized in the mortgage with interest on such advances at the rate set forth in the note secured lie of the form the time such advances are made; (3) all the accrued interest remaining unpaid on he indebtedness hereby secured; (3) all the said principal money remaining unpaid. The overplus of the proceeds of sale, I any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the some 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 this volume [30] days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee

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.

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 here o. Wherever used, the singular number shall include the pural, the plural the singular, and the masculine gender shall include the feminine.

(i) premium charges ander the contract of insurance with the the order set forth: payment to be aplied by the Mortgagee to the following items in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

charge (in lieu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly

(11) ground rents, if any, taxes, special assessments, fire. and

other hazard insurance premiums;

(III) interest on the note secured hereby;

(VI) amortization of the principal of the said note; and

ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (51) for each paypayment shall, unless made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly (V) late charges.

expense involved in handling delinquent payments. under this mortgage. The Mortgages may collect a "late charge" due date of the next such payment, constitute an event of default

fate when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagor any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient however, the monthly payments made by the Mortgagor under made by the Mortgagor, or refunded to the Mortgagor. If, of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground tents, taxes, and assessments, or insurance premiums, as smonut of the payments actually made by the Mortgagee for subsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagot under

insurance premiums shall be due. If at any time the Mortgagor

of the core secured hereby, full payment of the entire insine, render to the Mortgagee, in accordance with the provisious

Development, and any hance remaining in the funds acbecome obligated to pay to the Secretary of Housing and Urban tion (a) of the proceding paragraph which the Morgagee has not the Mortgreet all payments made under the provisions of subsecputing the am unt of such indebtedness, credit to the account of debtedaces represented thereby, the Mortgagee shall, in com-

sening the amount of principal then remaining unpaid under said under subsection (b) of the preceding paragraph as a credit acquired, the balance then remaining it is lunds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgagee shall apply, at the time of the commencehereby, or if the Mortgagee acq una the property otherwise after of this mortgage resulting in while take of the premises covered paragraph. If there shall to a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding

And as additional security for the payment of the indebtedness been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgager all

pay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mongaged property, insured as may be required That he will keep the improvements now existing or hereafter

sion for payment of which has not been made hereinbefore.

of this Largraph and all payments to be made under the note

(c) All payments mentioned in the two preceding subsections

ment are insured or are reinsured under the provisions of the Na-(I) It and so long as said note of even date and this instruby the Secretary of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-(a) An amount sufficient to provide the holder hereof with Collowing sums: sit day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgagre, on the of principal and interest payable under the terms of the rote

That, together with, and in addition to, the months payments

That privilege is reserved to pay the declin whole, or in part,

And the said Mortgagor further covenants and agrees as

ment, or lien so contested and the sale or forfeiture of the said which shall operate to nevent the collection of the tax, assess-

legal proceedings brown in a court of competent jurisdiction,

ments situated there's, so long as the Mortgagor shall, in good

faith, content the came or the validity thereof by appropriate

premises described herein or any part thereof or the improve-

or remove any tax, assersment, or tax lien upon or against the

shall not be required not shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee

It is expressly provided, however (all other provisions of this

proceeds of the sale of the viorigaged premises, if not otherwise

tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addi-

it may deem necessary for the proper preservation thereof, and

such expairs to the property herein mortgaged as in its discretion

assessments, and insurance premiums, when due, and may make said premises in good repair, the Mortgagee may pay such taxes,

than thus for taxes or essessments on said premises, or to keep

such payments, or to satisfy any prior tien or incumbrance other

in case of the refusal or neglect of the Mortgagor to make

premises or any pairt idental to sanisfy the same.

Act, as amended, and applicable Regulations thereunder; or ing and Urban Development pursuant to the Nacional Housing bolder with funds to pay such premium to the Secretary of Housnual mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the

belance due on the note computed without taking into account (1/15) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth ment, a monthly charge (in lieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop--unitem tids das state iters to ston bias as and oe bas 11 (11)

delinquencies or prepayments;

on any installment due date.

reid by the Mortgagor.

:swollo1

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

....

MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between

JOHN R. CAMPBELL AND JULI H. CAMPBELL , HIS WIFE

FIRST GIBRALTAR MORTGAGE CORP.

Moragager, and , Mortgagee,

dated

JULY 21, 1986

, revises said Mortgage as follows:

Page 2, the first covenant of the Mortgagor is amended to read: That privilege is reserved to pay the debt, in whole or in part, on any installment due date.

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 Mortgagoe, 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 premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefore divided by the number of months to elapse before one month prior to the data 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, takes and special assessments; and
- (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be hade under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee to the following items in the order set forth:
 - ground rents, if any taxes, special assessments, fire and other hazard **(I)** insurance premiums; interest on the note secured hereby; and
 - (II)
 - (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 nortgage. The Mortgagee may collect a "late charge" not to exceed four cents (\$ 04) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payment actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the cise may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payment to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the gaze 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 befault, 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 (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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.

Signature of Mortgagor:

ILLINOIS G8/02/85

Property of County Clerk's Office

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GRANTEE ADDRESS:

FIRST GIBRALTAR MORTGAGE CORP.

ONE PIERCE PLACE, SUITE T295
ITASCA, ILLINOIS 60143