UNOFFICIAL CC

MORTGAGE

60851095 131-4534715-703R

5This form it used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

THIS INDENTURE, Made this

day of 14th

August

1986 , between

LYNAE D LARBEN, MARRIED AND

HIS WIFE HARVEY F LARSEN, AND LORETTA K LARSEN,

86368595

. Mortgagor, and

Margaretten & Company, Inc., a corporation organized and existing under the laws of the state of New Jersey and authorized to do business in the state of Illinois, Mortgagee.

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

Sixty-Four Thousand, Three Hundred Fifty-Six and 00/100 (\$) payable with interest at the rate of

Dollars

designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Five Hundred Fryty-One and 23/100 Dollars (\$

, and a like sum on the first day of each and every month thereafter until of October 1, 1736, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and

payable on the first day of September, 2016

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

86 338375

"'SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF."

"REFERENCES LINE ... TO .. INSURABLE CO BY THE ATTACKED LEGAL TO THIS MORTCAGE."

DEFT-01 RECORDING TRANS THEN WHEELER STATES TO THE TRANSPORT OF THE TRANSPO

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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 Mort-

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.

1625

gagor in and to said premises.

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

	S
K LARSEN, HIS WIFE	LYNAE D LARBEN, HARNET AND, HARNEY F LARBEN, AND LORETTA
in and for the county and State aforesaid, Do Hereby Certify That	I, the unders'snad, a notary public,
, \	COUNTY OF
LORETTA K LARSEN, HIS WIFE -BOTTOWOT	STATE OF ILLINOIS
HARVEY FILARBEN CALCOLOT	
-Borrower	en e
LYNAE'D LARBEN -BOTTOLA	

CIVEN under my hand and Notarial Scal this **Jang**uA 4771 waiver of the right of homestead.

KYUEN E VERNAM "OFFICIAL SEAL" Notary Public

98BG

MY Commission Expires 7/18/89 5 Motary Public, State of Hillinois

887 E WILHETTE ROAD

29507 ΠI PALATINE

DOC: NO!

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to yab

m., and duly recorded in Book

County, Illinois, on the

PALATIME, 1L 60067 4 BLING 'GVOU DESCRIPTION 288 MARGARETTIVE A COLOAMY, INC.

This instrument was prepared by: Margaretten & Company, Inc.

Filed for Record in the Recorder's Office of

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) indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee

1 3000 11H3 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 in 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.

that the Mortg see shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax hen mon 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 bought 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.

LYMAE D LARSEN. MARRIER AND

AND the said Mortgagor further coveriants antifagreeकां निर्धालकात कर विभाग । ।।।। ।।।।। HORVEY F GARGEN

That privilege is reserved to may the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intentior 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 Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sum ::

An amount sufficient to provide the holor bareof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are for ured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Uroan Directopment, as follows:

(I) If and so long as said note of even date and his instrument are insured or are reinsured under the provisions of the Nanonal Housing Act, a amount sufficient to accumulate in the hands of the holder one (I) 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 therefolders for the following are held by the Secretary of Housing and Urban Development, a monthly charge (in high of hermory), in natheric "premium) which shall be in an amount equal to one twelft (I 12) of one half (I 2) per centum of in average outstanding balance due on the note computed without taking into account definiquencies or prepayare at:

the A sum equal to the ground tents, if any, next due, plus the presumes that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged projectly, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less aff sims afready paid therefor divided by the number of months to elapse before one month prior to the date whin such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in rust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph an' al' payments to be made under the note secured hereby shall be added together and the aggregate amount thereo, shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the off er set forth:

(1) premium 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;

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

(12) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by 'ne Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The blortgagee may collect a "late charge" not to exceed four cents (42) for each dollar (51) for each payment more than often (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 (h) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured 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 Urhan Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

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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.

ecution or delivery of such release or satisfaction by 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 Mortgager 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 ex-

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the proceeds debtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee it any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reason ab e 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 exp. nees shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mutatige.

Whenever the said Mortgagee shall be placed in possession of a subsequent mortgage, the said Mortgage, the said Mortgage, the said Mortgage, in its discretion, may; keep the said premises in good repair; pay such currrent or back taxes and assessments as may be due on the said premises; pay for and maintain s ich 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 of 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 THE EVENT that the who e 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 Mortgager, or applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of said premises or whether the same shall then be confired hereby, and without regard to the value of said premises or whether the same shall then by accounted hereby, and without regard to the value of said premises or whether the same shall then by accounted hereby, and without regard to the value of said premises or whether the same shall then by accounted hereby, and without regard to the value of said premises or whether the same shall then by accounted hereby, and without regard to the value benefit of the Mortgagee with power to collect the remis issues, and profits of the said premises during the demption, and such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of testing the said premises of the said premises during the demption, and such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of testing the said premises and profits when collected may be applied toward the payment of the property.

IN THE EVENT of default in making any monthly payment journed 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 electron, of the Mortgagee, without notice, become immediately due and payable.

The MOLE THE MOLE AND A THE HARM ADDED THE SHOULD SHOULD THE MOLE ASSERTED THE ASSERTED THE ASSERTED THE ASSERTED THE MOLE ASSERTED THE ASSERTED T THE MORTCAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible

THAT it the premises nor apy part thereof, be condemined under any power of eminent domain, or agouired for a public use, the damages, proceeds, and the consideration for such acquistibn, to the second for full amount of indebtedness upon this Mortgagee, and the Note secured hereby remaining unpaid, are firstepy assigned by the Mortgagee to the Mortgagee and shall be paid forthwith to the Mortgagee to the applied by a second of indebted.

The second of a second of the mortal process of the mortgagee of the second of the indebted of the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by a second of the mortal of the mortal process.

All insurance shall be carried in companies approved by the Mortgagee and the policies and tenewals 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 of instance of the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to directed to make payment for such loss directly to the Mortgagee in tepair of the property damaged. In the reduction of the insurance proceeds, or any part thereof, may be applied by the Mortgager at its option either to event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness hereby, all right, title and interest of the Mortgagor in and to any insurance policies then indebtedness scented hereby, all right, title and interest of the Mortgagor in and to any insurance policies then indebtedness accured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then indebtedness scented hereby, all right, title and interest of the Mortgagor in any insurance policies then indebtedness scented hereby, all right, title and interest of the Mortgagor in any insurance policies then indeptedness scented hereby, all right, title and interest of the Mortgagor in any insurance policies then indeptedness scented hereby.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as maybe required from the improvements now contingencies in such amounts and for such periods as may be required by fire and other hazard, casualties and contingencies in such amounts and for such periods as may be required by the and other hazard, casualties and contingencies in such amounts and for such periods as may be required by the monday and other hazard, casualties and casualties and other hazard, casualties and other hazard, casualties and casualties

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.

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THAT PART OF LOT 17, IN BELLAIRE MANOR UNIT 3, BEING A SUBDIVISION OF, PART OF THE EAST HALF OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND BEING MORE PARTICULARYLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast corner of said Lot 17, thence North O degrees, 40 minutes, 31 seconds East, along the Easterly line of said Lot 17, 95.24 feet, thence South 60 degrees, 25 minutes, 03 seconds West, partially along a party wall line, 149.18 feet to a point on a lot line of said Lot 17, thence Southeasterly along the said lot line, en a c, east to
19 minute.
17, 123,46 fe
18.

Of County Clerk's Office 86366595 21.03 feet along an arc of a circle whose radius is 40.00 feet, and being converto the Northeast to a lot corner for the said Lot 17; thence South 59 degrees, 19 minutes, 29 seconds East, along the South line of sold Lot 17, 123.46 feet to the point of beginning, all in Cook County, 1713 nois.

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FHA# 131-4534715703B LOAN# 6085- 1005

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 14th	DAY OF AUGUST ,19 86 ,
AMENDS THE MORTGAGE OF EVEN DATE	BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,
THE MORTGAGEE AND LYNAE D. LARS	EN MARRIED TO DONALD GINSKI III &
EY F. <u>LARSEN MORETTA KOLARSEN.HIS W</u> IF	HE MORTGAGOR, AS FOLLOWS:
1. IN THE FIFTH UNN SENTENCE WHICH R	NUMBERED PARAGRAPH OF PAGE TWO, THE READS AS FOLLOWS IS DELETED:
OR AN AMOUNT EQU ON THE PRINCIPAL THE FIRST DAY OF PROVIDED HOWEVER	READS AS FOLLOWS IS DELETED: S RESERVED TO PAY THE DEBT IN WHOLE, AL TO ONE OR MORE MONTHLY PAYMENTS THAT ARE NEXT DUE ON THE NOTE, ON AN' MONTH PRIOR TO MATURITY; I. THAT WRITTEN NOTICE OF AN INTENTION PRIVILEGE IS GIVEN AT LEAST THIRTY TO PREPAYMENT.
	ERED PARAGRAPH OF PAGE TWO, IS AMENDED OF THE FOLLOWING.
IN PART, ON ANY	SERVED TO PAY THE DIST. IN WHOLE OR INSTALLMENT DUE DATE. LARSEN MARRIED TO DONALD JUNSKI III & HARVEY F. LARSEN &
LORETTA K. LARSEN, HIS WIFE	HAS SET HIS HAND AND SEAL THE DAY AND YEAR
FIRST AFORESAID.	FUNCE N Jaiven MORTGAGOR OR LYNAE D. LARSEN TRUSTEE'S SIGNATURE MORTGAGOR OR TRUSTEE'S SIGNATURE MORTGATION TRUSTEE'
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	LONETTA K, LARSEN SIGNATURE CIALLO LUMBETT "signing not as a DONALD GINSKI III co-mortgagor but solely for the purpos of waiving any and all homestead a marital rights"
SETTLEMENT AGENT	 -

Cining Forcefills

STATE: ILLINOIS UNOFFICIAL3 COP: 161-4534713703B

"THA MORTGAGE RIDER"

LYNAE D. LARSEN MARRIED TO DONALD GINSKI 111 & This rider to the Mortgage between HARVEY F. LARSEN A LORETTA K. LARSEN, HIS WIFTING Margaretten & Company, Inc. dated August 14th $\frac{19.86}{1000}$ is deemed to amend and supplement the Mortgage of same date as follows:

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 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 therefor 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 pay said ground rents premiums, taxes and special assessments, and
- (b) 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 Mortgagee to the Tollowing items in the order set forth:
 - ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
 - interest on the note secured hereby, and 11.
 - amortization of the pricipal of the said note. III.

Any deficiency in the amount (f such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than 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, 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 (a) 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 iny 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 reprusented 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 acquired 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 (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

Paragraph 5 of pg. 3 is added as follows: "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"

BYNAE D. DONALD GINSKI II "signing not as a co-mortgagor DORETTA K. LARSEN

86368595

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but solely for the purpose of waiving any and all commisted #E-83 s marital rights"