INOFFICIAL MORTGAGE

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

THIS INDENTURE, Made this

day of AUGUST , 19 BB between

131:4633908

JAMES B. BOURDOSIS AND LINDA J. BOURDOSIS, HIS WIFE

, Mortgagor, and

THE COMAS & NETTLETON COMPANY a corporation organized and existing under the laws of CONNECTICUT Mortgagee.

86395061

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 NINE THOUSAND FOUR HUNDRED-AND 00/100---- Dollars (\$

payable with interest at the rate NINE AND 500/1000 per centum (9.5000 %) 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, ...XAS or at such other place as the holder may designate in writing, and ed; the said ranc pal and interest being payable in monthly installments of FIVE HUNDRED EIGHTY THREE AND—Dollars (\$ 589.58) on the first day. , 19 88, and a like sum on the first day of each and every month thereafter until NOVEMBER 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 OCTOBER

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the renormance 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 Illinois, to wit:

LOT 11 IN SUBDIVISION OF THE SOUTH 208 FEET OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SICTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

THIS INSTRUMENT WAS PREPARED BY:

A'N'ETTE MARTINEZ
T'A LOHAS AND NETTLETON COMPANY
5540 W 111TH ST.
OAK LAVN, IL. 60459

PERMANENT TAX NUMBER

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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, it'e, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenance; and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein so, 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, unon said premise, 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, if 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

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.

02-58-78070 131:4833808 STATE OF ILLINOIS

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AND the said Mortgagor further covenants and agrees as follows:

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That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
(1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
(11) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

puted without taking into account delinquencies or prepayments;

pured without taking into account definquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire end other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mirraged 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

(c) All payments restioned in the two preceding subsections of this paragraph and all payments to be made under the note securer 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 following items in the order set forth:

(I) premium the ges 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;

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

(III) interest on the note secured hereby; and

(IV) amortization of 1 sprincipal 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 playment, 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 invived 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, It is 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 Mortgagor 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 rice pal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afolesaid 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.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mor gaged property, in-sured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been have hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and recewals thereof All insurance shall be carried in companies approved by the Mortgagee and the policies and recewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in ic macceptable 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 hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness hereby secured on the Mortgagor in and to any insurance policies then indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within <u>BIXIV DAYS</u> 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_ _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

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 Mortgagee, without notice, become immediately due and payable.

o, crock m., and duly recorded in Book Page 4 County, Illinois, on the 4.D. 19 DOC: NO Filed for Record in the Recorder's Office of des umas Notary Public GIVEN under my hand and Notatial Seal this 061 a of homestead. tree and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right person and acknowledged that they signed, sealed, and delivered the said instrument as More and Struck Brush goring subscribed to the foregoing instrument, appeared before me this day in his wife, personally known to it to be the same atoresaid, Do Hereby Certify That notary public, in and for the county and State STATE OF ILLINOIS

SEAL TINDA J. BOURDOWAY TO WIFE [ZEVF] BOURDOSIB DAMES 8. DOMUNIOU TO LEVE

with Security and seed of the Mortgagor, the day and yr at first written.

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WITH SEE ATTACHED RIDER(S) HERETO AND MADE. THE COVENAUTS, HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the

IT IS EXPRESSLY AGRED that no extension of the time for payment of the debt hereby secured given by the Mortgages to any manner, the original mottgages to any manner, the original mottgages.

ecution or delivery of such release or satisfaction or Mortgagee. of this mortgage, and Mortgagor hereby waive. The benefits of all statutes or laws which require the earlier ex-If Mortgagor shall pay said note at he time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agree and series, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after will er demand therefor by Mortgagor, execute a release or satisfaction gagee will, within thirty (30) days after will er demand therefor by Mortgagor, execute a release or satisfaction

AND THERE SIALURE INCUIDED in any decree foreclosing this mortgage and be paid out of the proceeds of say, sale made in pursuance of any such decree; (1) All the costs of such suits, advertising, dence and conveyance, inclining 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 Mortgage, if any for the purpose authorized in it.e nortgage, with interest on such advances at the rate set forth in the note set or each advances at the rate set forth in the note set or each advances at the rate of the proceeds of the proceeds in the such advances at the rate of the proceeds of sale, if any, shall then be paid to it. Wortgager.

be made a part it preto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys of the Mortgage, so made parties, for services in such suit or proceedings, shall become a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional this mortgage. the purpose; a such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be allowed for documentary evidence and the cost of a complete abstract of title for proceeding, and shall be allowed for documentary evidence and the cost of a complete abstract of title for proceeding, and shall only on the cost of a complete abstract of title for the court of all outleys for documentary evidence and the cost of a complete abstract of title for the court of law or equity, a AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a

whenever the sate mortgagee shall be placed in possession of the above described premises under an order of a count in which an action is pending to foreclose this mortgage or a subsequent mortgage; the said worther the said premises in good repair; pay such currentor back laxes and assessing ments as may be due on the said premises; pay for and maintain such insurance in such amounts as said premises; pay for and maintain such amounts as said seems and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the pending of beyond any period of redemption, as are approved by the court; collect and receive the pending of beyond any period of redemption, as are approved by the court; collect and receive the pending of the promises are reasonably necessary to carry out the provisions of this paragraph.

The provisions of this period of the premises to the provisions of this paragraph. Whenever the said Mortgagee shall be placed in possession of the above described premises under an order

costs, taxes, insurance, and other items necessary for the protection and preservation of the property. demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted-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 butpose; the court in which such bill its filled may as any time thereafter, either before or after sale, and without negate to the solvency or insolvency at the time of such 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 premises or whether the mortal the mortal the mortal than the said premises or whether 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 without a receiver for the perment of the Mortgagee in possession of the premises, or appoint a receiver for the perment of the Mortgagee with power to collect the rents, issues, and without a receiver for the perment of the Mortgagee with power to collect the rents, issues, and without a receiver for the perment of the Mortgagee with power to collect the rents, issues, and without period of rependency of such foreclosure suit and, in case of sale and a deliciency, during the full statutory period of rependency of such foreclosure suit and, in case of sale and a deliciency, during the full statutory period of rependency for such foreclosure suit and, in case of sale and a deliciency, during the full statutory period of re-

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Thi Not	is Rider, dated the <u>28th day of August</u> , 19 <u>86</u> , amends the stagage of even date by and between
فأت.	mes B. Bourdosis and Linda J. Bourdosis, his wife
the	Hortgagor, and The Lomas and Nettleton Company, the Mortgagee, as follows:
1.	In the first full paragraph on the second page the sentence which reads as follows is deleted:
	"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 maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."
2.	The first full paragraph on the second page 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."
3.	Subsection (a) of the second full paragraph on the second page is deleted.
4.	Subsection (c) (I) of the second full paragraph on the second page is deleted.
5.	In the third sentence of the paragraph beginning "If the total of the payments" on the second page, the words "all payments made under the provisions of subsection (a) of the preceding paragraph which the Hortgage has not become obligated to pay to the Secretary of Housing and Orban Development and" are deleted.
6.	The fourth sentence of the third full paragraph on the second page is a mended by insertion of a period after " then remaining unpaid under said Note" and deletion of the remainder of the sentence common
7	The last full paragraph on the second page is amended by the addition of the following:
	"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the Mortgages's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."
	YEAR First aforesaid. And Scale the day year first aforesaid.
	+ divela A. Bounciania (SEAL)
Sian	ed. sealed and delivered

Signed, sealed and in the presence of

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