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

MORTGAGE

THIS INDENTURE, Made this 11th day of August, 1987, between

MILDRED I SHEMPLUCK, SPINSTER

MARGARETTEN & COMPANY, INC., Mortgagor, and

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 Ninety Thousand, Seven Hundred Seventy-Three and 00/100 Dollars (\$ 90,773.00) payable with interest at the rate of Ten AND One-half Per Centum per centum (10 AND 1/2 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Iselin, New Jersey 08830

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

Eight Hundred Thirty and 57/100 Dollars (\$ 830.57) on the first day of October 1, 1987, 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, 2017

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:

LOT 5 AND THE EAST 8 FEET OF LOT 6 IN BLOCK 10 IN C.T. YERKE'S SUBDIVISION OF BLOCKS 33, 34, 35, 36, 41, 42, 43 AND 44 IN SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST HALF OF THE SOUTHEAST 1/4) IN COOK COUNTY, ILLINOIS.

PIN # 14-19-317-005 E80

2311 W. PROSPECT, Chicago, Illinois 60618
"REFERENCES HEREIN TO A MONTHLY MORTGAGE INSURANCE PREMIUM ARE AMENDED OR DELETED BY THE ATTACHED RIDER TO THIS MORTGAGE."

EB 52578

ASSUMPTION RIDER ATTACHED HERETO AND MADE
A PART OF THIS

\$17.00 MAIL

REC'D-61 RECORDING 8/17/88
1899491 TRAN 1775 08/14/87 15:04:06
80388 # D REC'D 8/17/88 15:04:06
COOK COUNTY RECORDER

HAZARD INSURANCE MUST BE FOR
THE FULL AMOUNT OF THE MORTGAGE

Pin #: 14-19-317-005

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

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MARGARETEN & COMPANY, INC.
887 WILMETTE ROAD, SUITE E
WILMETTE, IL 60093

MAIL TO:



County, Illinois, on the _____ day of _____
m., and duly recorded in Book _____ of
the Recorder's Office of the _____
DOC. NO. _____
Filed for Record in the Recorder's Office of
PALATINE, IL 60067
887 E WILMETTE ROAD
MARGARETEN & COMPANY, INC.
This instrument was prepared by:

NOTARY PUBLIC

4-26-89
John D. Sullivan
day 11/11/89

GIVEN under my hand and Notarial Seal this

personally known to me to be the same person whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instrument as (his, her, their) free and voluntary act for the uses and purposes therin set forth, including the release and waiver of the right of homestead.

I, the undersigned, a notary public, in and for the County and State aforesaid, do hereby certify that

COUNTY OF *IL*
STATE OF ILLINOIS

-BORROWER

-BORROWER

-BORROWER

-BORROWER

MILDRED I SHEMLUCK

Mildred I. Shemluck

WITNESS the hind and seal of the Notary, the day and year first written.

In witness, 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 COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective

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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 Mortgagor, as hereinbefore 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 situated, 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 Mortgagor in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

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 Mortgagor 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 monies 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 Mortgagor 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.

AND the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole or in part on any installment due date.

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 Mortgagor, 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:
 - (I) 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
 - (II) 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;
- (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 and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagor) 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 Mortgagor in trust to pay said ground rents, premiums, taxes and special assessments and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set forth:
 - (I) 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;
 - (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 the 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 Mortgagor 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 (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor 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 payment 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 Mortgagor, in accordance with the provisions of the Note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor 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 Mortgagor 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 Mortgagor acquires the property otherwise after default, the Mortgagor 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 exhibition of the time for payment of the debt hereby accrued given by the Mortgagor.

It motivates good law by making it clear that those who violate the law will be held accountable. It motivates bad law by creating a clear incentive for those who write it to do so in a way that maximizes their own power and influence.

AND THREE SHALL BE INCLUDED in my exec'c recd'ngs this Mortgag'd in any case of any such debt; (1) All the costs of such debts or debts, direct or indirect, and contingencies, solicitors, and expenses of any such debt; (2) All the costs of such debts or debts, direct or indirect, and contingencies, solicitors, and expenses of any such debt; (3) All the costs of such debts or debts, direct or indirect, and contingencies, solicitors, and expenses of any such debt.

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 trustees' fees, or the compensation in such proceedings, and also for all outlays for documentation, recording, and stamping fees under the Mortgagors in any court of law or equity, a reasonable sum shall be allowed in any decree foreclosing this Mortgage.

AND IN THE EVENT that the whole or a said debt is declared to be due, the holder of this instrument shall have the right immediately to recover or this message, and upon the filing of any bill in the court in which such bill is filed may at any time thereafter, sue for and recover such debt or any part thereof, and upon notice to the said holder of this instrument for a period of one year from the date of service of such notice, the holder of this instrument may file a bill of complaint in the court in which such bill is filed, and may sue for and recover such debt or any part thereof.

IN THE EVENT of death or incapacity, making any monitory payment payable to the person named in the certificate of title, shall, at the election of the Motorcarrier, without notice, become immediately due and payable.

THE NOKTAKI-DOOK FUKTHAI ARKRES shall receive the note of payment from the date hereof (written statement) of the Department of Housing and Urban Development of the Ministry of Finance, and the note of payment under Article 10 of the National Housing Fund Act within 60 days from the date hereof.

Note secured hereby remains unpaid, etc hereby assigned by the Mortgagor to the extent of the full amount of indebtedness upon this Mortgage, and the same proceedings, etc, or any other remedies, or any power of eminent domain, or adequate for the purpose, may be applied by it in account of the indebtedness secured hereby, whether or not.

All insurancce shall be carried in companies approved by the Mortgagor and in favor of said Mortgagor and the Mortgagge, and in reversion to the Mortgagge and in force shall pass to the purchaser or grantee.

THAT HE WILL KEEP THE IMPROVEMENTS, NOW DESCRIBED OR HEREBEFORE, RECD ON THE MORTGAGEE AND PROFOUNDLY, WHEN DUE, ANY PREMIUMS OR SUCH INSURANCE PROVISION FOR PAYMENT OF WHICH HAS BEEN MADE HEREBEFORE.

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IF THE TOTAL OF THE PAYMENTS MADE BY THE MORTGAGOR UNDER THE AGREEMENT IS LESS THAN THE AMOUNT OF THE PAYMENT TO BE MADE BY THE MORTGAGEE FOR DEDUCTING THE EXPENSES OF THE PAYMENT, THE MORTGAGEE SHALL EXCEED THE AMOUNT OF THE PAYMENT MADE BY THE MORTGAGOR, AND APPROPRIATE THE EXCESS AS A DEDUCTION FROM THE PAYMENT MADE BY THE MORTGAGOR. IF THE MORTGAGOR FAILS TO MAKE PAYMENT ON THE DATE STATED IN THE AGREEMENT, THE MORTGAGEE MAY TAKE ANY MEASURES NECESSARY TO COLLECT THE PAYMENT, INCLUDING SUIT IN A COURT OF LAW. THE MORTGAGEE MAY ALSO TAKE ANY OTHER MEASURES NECESSARY TO COLLECT THE PAYMENT, PROVIDED THAT THE MORTGAGEE SHALL NOT TAKE ANY ACTION WHICH COULD DAMAGE THE MORTGAGOR'S PROPERTY OR PERSONAL BELONGINGS. THE MORTGAGEE SHALL NOT TAKE ANY ACTION WHICH COULD DAMAGE THE MORTGAGOR'S PROPERTY OR PERSONAL BELONGINGS, PROVIDED THAT THE MORTGAGEE SHALL NOT TAKE ANY ACTION WHICH COULD DAMAGE THE MORTGAGOR'S PROPERTY OR PERSONAL BELONGINGS.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next monthly payment, cause each party to whom it accrued to have the right to require the mortgagor to pay to him the amount so accrued, and to receive interest thereon at the rate of six percent per annum.

III. Amortization of the participation of the said note,

III. Interpreted on the next secured hereby, and

1. ground rents, at any, taxes, special assessments, etc and other hazard insurance premiums.

(b) All payments mechanics mentioned in the two preceding subsections of this Article
graph out payments mechanics in the two preceding subsections of this Article
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:

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

This rider to the Mortgage Agreement made this 1st day of September, 1987, is deemed to amend and supplement the Mortgage of same date as follows:

"FHA MORTGAGE RIDER"

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87452543

MORTGAGE

MONTEGAGNO

MORTGAGE

Albert Shomluch, a negotiator

The mortgagor shall, with the prior approval of the Federal Housing Commission, or his designee, declare all sums accrued by this mortgagage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed or later than 24 months after the date of the execution of this mortgagage or not later than 24 months after the date of a prior transfer of the property subject to this mortgagage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

THIS RIDEER MADE THIS 11th day of August, 1987,
modifies and amends that certain Mortgage of even date hereinafter between
Margarettene & Company, Inc., as Mortgagor, and Mirrored I, Shemluch,
a corporation, as Mortgagor as follows:

ASSUMPTION RIDER TO MORTGAGE

PRA 31:510-3190-703b **LOAN!** 6040-0559

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Cook County Clerk's Office

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NE-84

[Signature] SETTLEMENT AGENT

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

*MORTGAGOR OR
TRUSTEE'S SIGNATURE
MORTGAGOR OR
TRUSTEE'S SIGNATURE
MORTGAGOR OR
TRUSTEE'S SIGNATURE
MORTGAGOR OR
TRUSTEE'S SIGNATURE*

FIRST AFROESAIID.

HAS SET HIS HAND AND SEAL THE DAY AND YEAR

IN WITNESS WHEREOF, Middlefield I., Shemlucky a spinster

"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALMENT DUE DATE.".

22. THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, IS AMENDED BY THE ADDITION OF THE FOLLOWING:

THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE,
FOR AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS
ON THE PRINCIPAL THAT ARE NEXT DUE ON THE NOTE, OR
THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY; OR
PROVIDED HOWEVER, THAT WRITTEN NOTICE OF AN INTENTION
TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY
(30) DAYS PRIOR TO PREPAYMENT.

IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE
SENTEENCE WHICH READS AS FOLLOWS IS DELETED:

, THE MORTGAGE, AS FOLLOWS:

THE MORTGAGEE, AND Middendorf I., Schmidtsack, a subscriber

AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,

THIS RIDER, DATED THE 11th DAY OF August, 1987,

FHA MORTGAGE PREPAYMENT RIDER

6040-0559
3311510-3190-7034
LOAN#

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14 APR 1978
FBI - CHICAGO

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