UNOFFIC MA CALL NO.

131:5217155 703

This Indenture, Made this

day of September lith

, 1987 , between

Joseph M. Pelletier and Nancy J. Pelletier, his wife

, Mortgagor, and

MEGAVEST CORPORATION

a corporation organized and existing under the laws of

the state of Illinois

Mortgagee.

Witnesseth: That whereus 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 Eighty Thousand Four Hundred and 00/100-----

(\$ 80,400.00~~-) Dollars payable with interest at the rate of ----Ten---- per centum (--10---- %) per annum on the unpaid balance until paid, and made payable to the order of the inortgagee at its office in Rockford, Illinois 61103 or at such other place as the india may designate in writing, and delivered; the said principal and interest being payable in monthly instailments of Seven hundred Five and 58/100------on the first day of November 1987, and a like sum of 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 October

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, when by these presents Murtgage and Warrant unto the Mortgages, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

> LOT 22 IN BLOCK 7 OF HANOVER PARK FILST ADDITION BEING A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, PANCE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

PROPERTY COMMONLY KNOWN AS: 1672 W. Linden Avenue, Manover Park, Illinois 60103

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the reals, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, o 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 it exitate, 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.

And said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue

of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

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 Morigage Insurance Premium payments.

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to me to be the same to me to be the same	notary public, in and for a wife, personally known defore me this day in per- free and voluntary act for	a , hit hitument, appeared their	Joseph M Pelletler Pelletter Pelletter subscribed to the foregoing in elivered the said instrument said waiver of the right of hom	the underelgned to Hereby Coult That Name a see stands	I, aforesaid, D and person whose that they
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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 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 hereix or any part thereof or the improvements situated thereox. So long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought it 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 said? 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 pryments of principal and interest payable under the terms of the noise secured hereby, the Mortgagor will pay to the Mortgages, 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 sequred 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

(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 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 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 aplied by the Mortgagee to the following items in the order 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 premiums;

(III) Interest on the note secured hereby;

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

(V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4') for each dollar (\$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 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 (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 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 tenue. 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 defruit under any of the provisions of this mortgage resulting in a public sto 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 aubsection (a) of the preceding paragraph.

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.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by 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 made hereinbefore.

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The covenants hereis 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 plural the singular, and the masculine gender shall include the

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mottgagee to any successor in interest of the Mottgagor shall operate to release, in any manner, the original liability of the Mottgagor.

if Mortgagor shall pay said not: or the time and in the manner aforesaid and shall abide by, comply will, and duly perform all the covenants and agreements herein, town this conveyance shall be null and vold and Mortgagee will, which shirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor beteby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

And there shall be included in any decree foreclosing this mortage 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, adv. rising, sale, and conveyance, including attorneys', solicitors', and ster ographers' fees, outlays for documentary evidence and cost of stud abstract and examination of title; (2) all the moneys advanced by an Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the race set forth in the note set tred hereby, from the time such advances are debtedness hereby secured interest remaining unpaid on the indeptedness 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 Mortgager.

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 complainmant 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 the cost of a complete abstract of title for the purpose of such the cost of any other suit, or legal 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.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said premises in good repair; pay such current or back taxes and sassessments as may be due on the said premises; pay for and maintain such insurance in such anounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagee; lease the said premises to the Mortgagee; lease the said premises to the Mort-collect anounts as are approved by the court; 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.

A count intes, insurance, and other items necessary for the protec-

collected may be applied toward the payment of the indebtedness, beriod of redemption, and such rents, issues, and profits when and, in case of sale and a deficiency, during the full statutory the said premises during the pendency of such foreclosure suit Mortgagee with power to collect the rents, issues, and profits of sion of the premises, or appoint a receiver for the benefit of the as a homestead, enter an order placing the Mortgagee in possesshall then be occupied by the owner of the equity of redemption, without regard to the value of said premises or whether the same an order to place Mortgagee in possession of the premises, and time of such applications for appointment of a receiver, or for liable for the payment of the indebtedness secured hereby, at the regard to the solvency or insolvency of the person or persons gagor, or any party claiming under said Mortgagor, and without eliher before or after sale, and without notice to the said Mortthe court in which such bill is filed may at any time thereafter, this mortgage, and upon the filing of any bill for that purpose, due, the Mortgagee shall have the right immediately to foreclose And in the event that the whole of said debt is declared to be

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 accuract interest thereon, shall, at the election of the Mortgagee, crued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance Inder the Mational Housing Act within days from the date hereof) written statement of any officer of the Department of Secretary of Housing and Urban Development dated subsequent to the Department of the mortgage of this mortgage deciding to insure said note and this mortgage, being deemed 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 holder of the note may, at its option, declare all sums secured

That it the premise, or any part thereof, be condemned under any power of eminent describ, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of in-the believes a upon this Moste gage, and the Mostgagor to the Mostgages and shall be paid forthwith to the Mostgages to be applied by it on account of the indebtedness secured hereby, whether due of not.

force shall pass to the purchaser or grantee. terest of the Mortgagor in and to any insurance policies then in ment of the indebtedness secured hereby, all right, title and inof other transfer of title to the mortgaged property in extinguishthe property damaged, in event of foreclosure of this mortgage the indebtedness hereby secured or to the restoration or repair of applied by the Mortgagee at its option either to the reduction of jointly, and the insurance proceeds, or any part thereof, may be the Mortgagee instead of to the Mortgagor and the Mortgagee authorized and directed to make payment for such loss directly to Mortgagor, and each insurance company concerned is hereby gagee, who may make proof of loss if not made promptly by loss Mortgagor will give immediate notice by mail to the Mortfavor of and in form acceptable to the Mortgagee, in event of the Mortgagee and have attached thereto loss payable clauses in Mortgagee and the policies and renewals thereof shall be held by े। insurance shall be carried in companies appropering क्रियोहरू

7 X 314 5217155 703 RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116H (10/85)

This rider attached to and made part of the Hortgage between
Joseph M. Pelletier and Nancy J. Pelletier, his wife
Mortgagor, and
MEGAVEST CORPORATION
Mortgagee, deted September 11, 1987 revises said Hortgage as follows:

Page 2, the fourth covenant of the Mortgage 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 Mortgages) 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 Mortgages 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 pild by the Mortgagor each month in a single payment to be applied by the Mortgages to the following items in the order set forth:
 - ground rents, if any, taxes, special assessments, fire, and other hazard
 - insure.co premiuma; intere t in the note secured hereby; and amortizaci in of principal of the said note. (111)

Any deficiency in the mount of any such aggregate monthly payment shall, unless made good by the Mortgagor price to the due date of the next such payment, constitute an event of default under this more gage. The Mortgages may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense in volvet 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 previous, 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. 12, 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 Mortgagor any amount nacessary to make up the 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 Mortgages, in accordance with the provisions of the note secured horeby, full payment of the entire indebtedness represented thereby, the Mortgages 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 hall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagoe acquires the property otherwise after default, the Mortgagoe 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 assainst the amount of principal then remaining unpaid under said (ote. against the amount of principal then remaining unpaid under said (ote.

2. Page 3, the third paragraph is amended to add the following ar stance:

This option may not be exercised by the Mortgages when the ineligibality for insurance under the National Housing Act is due to the Mortgagee's failure to twit the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

STATE OF ILLINOIS COUNTY OF DUPHOS

in and for the County and State aforesaid, Do Hereby Certify That Joseph me and Nancy J. Pelletter _, a notary public, Pelletier and INPINCY T. Pelletier and INPINCY T. Pelletier his wife, personally known to me to be the same person whose name APE subscribed to the foregoing instrument, appeared before signed, sealed, and delivered the said instrument as finer.

free and voluntary act for the uses and purposes therein see face.

free and voluntary act for the uses and purposes therein set forth, including the release and valver of the right of homestead.

GIVEN under my hand and Notarial Seal this it the day Septembe. A. D. 19 37

adeliar O. Peterson

Property of Cook County Clerk's Office



FHA CASE # 131:521 7155

Date <u>September 11, 1987</u>

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (10/85)

This rider attached to and made part of the Mortgage between Joseph M. Pelletier

And Nancy J. Pelletier , Mortgager, and First Federal Savings and
Loan Association of Rockford, Illinois, Mortgagee, dated September 11, 1987,
revised said Mortgage as follows.

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage 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 not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

///01/17 ((Muytgagor)

(Mortgage)

Property of Cook County Clerk's Office