

## UNOFFICIAL COPY

87565685

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 16th day of October, 1987, between  
MARIA DOLORES S MARINEZ, MARRIED AND MARIA CORAZON BENJAMIN, 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 Sixty-Four Thousand, Nine Hundred and 00/100 Dollars (\$ 64,000.00) 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 Five Hundred Ninety-Three and 83/100 Dollars (\$ 593.83) on the first day of December 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 November, 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:

UNIT NO. 1705-F IN FAULKNER HOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF LOT 4 (EXCEPT THE NORTH 53.70 FEET THEREOF) IN CHICAGO LAND COMMISSION NUMBER THREE, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PROVIDING FOR CERTAIN STREET AND ALLEY DEDICATIONS, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THAT PORTION OF SAID LOT 4 LYING BETWEEN ELEVATIONS OF +20.10 FEET AND +32.00 FEET, CHICAGO DATUM, DESCRIBED AS FOLLOWS; BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 53.70 FEET OF SAID LOT, 24.15 FEET EAST OF THE WEST LINE THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 19.80 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 7.80 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 5.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 37.30 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 0.70 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 12.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 12.70 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 12.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 13.70 FEET TO A POINT IN THE SAID SOUTH LINE OF THE NORTH 53.70 FEET;

ASSUMPTION RIDER ATTACHED HERETO AND MADE  
A PART HEREOF

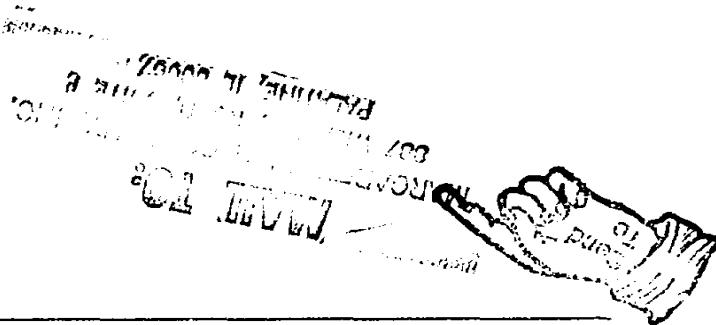
CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF

## CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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.

# UNOFFICIAL COPY



at      o'clock      m., and duly recorded in Book      of      Page  
County, Illinois, on the      day of

Filed for Record in the Recorder's Office of

DOC. NO.      887 E WILMETTE  
PALATINE IL 60067  
MARGARETEN & CO., INC.

This instrument was prepared by:

Notary Public  
8-28-54  
*Maria Dolores B. Martinez*

day      18th      year      1982  
*Maria Dolores B. Martinez*

GIVEN under my hand and Notarial Seal this

personality 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, hers, their) free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of action instead.

COURT COUNTY RECORDER  
#5477 # 38 \*-47-525685  
DEPT-Q RECORDING  
10-02-82 T-45 10-20-82 10-30-82  
146-AI

MARIA DOLORES B MARINZ, MARGARETEN & CO., INC.

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

COUNTY OF *Cook*

STATE OF ILLINOIS

{  
ss:

87565685

-BORROWER

-BORROWER

-BORROWER

MARIA CORAZON BENJAMIN

*Maria Corazon Benjamin*

-BORROWER

MARIA DOLORES B MARINZ

*Maria Dolores B. Martinez*

WITNESS the hand and seal of the Mortgagor, the day and year first written.

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

X

# UNOFFICIAL COPY

5

AND AS A 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 hazard, 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.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness 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 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 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 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days' time from the date of this Mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

IN THE EVENT of default in making any monthly payment provided for herein and in the Note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

AND IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this Mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency 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 person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgage with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale at a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, cost, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above-described premises under an order of a court in which an action is pending to foreclose this Mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for 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 reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceeding, shall be a further lien and charge upon the said premises under this Mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this 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 monies 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 indebtedness 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.

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 Mortgagee 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 execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

87565685

# UNOFFICIAL COPY

87565685

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:

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

AND the said MORTGAGOR further covenants and agrees as follows:

In case of the death of the Mortgagor or negelict of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrance other than for taxes or assessments in favor of the Mortgagor to satisfy any prior lien or encumbrance of the Mortgagor to keep his property herein mortgaged as in its discretion it may pay such taxes, assessments, and insurance premiums, when due, and may make such payments to the property herein mortgaged as in its discretion it may deem necessary for preservation 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.

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 the security intended to be afforded 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 heretofore provided, until said Note is fully paid; (1) a sum sufficient to pay all assessments on said land; (2) a sum sufficient to pay all taxes and interest accrued on the property, upon the security of the title of the mortgagor, or the authority of the trustee, in case of any tax or assessment which the said land is liable for, during the continuance of said indebtedness; (3) 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 amounts, as may be required by the mortgagee.

AND SAID MORTGAGOR COVENANTS AND AGREES:

8 7 5 6 5 6 5

87565685

Property of Cook County Clerk's Office

THENCE WEST ON SAID LINE TO THE PLACE OF BEGINNING; ALSO  
EXCEPTING THE SOUTH 6.0 FEET OF THE NORTH 59.70 FEET OF THE  
EAST 16.00 FEET OF THE WEST 24.15 FEET OF SAID LOT 4, LYING  
BETWEEN ELEVATIONS OF +7.60 FEET AND OF +17.20 FEET, CHICAGO  
DATUM, ALL IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP  
39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A"  
TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO.  
25280760 TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN  
THE COMMON ELEMENTS  
PIN # 17-04-208-031-1126

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

5 8 9 5 6 5 7 0

87565685

CONDOMINIUM RIDER TO MORTGAGE:  
THE MORTGASOR FURTHER COVENANTS THAT HE WILL PAY HIS SHARE  
OF THE COMMON EXPENSES OR ASSESSMENTS AND CHARGES BY THE  
ASSOCIATION OF OWNERS AS PROVIDED IN THE INSTRUMENTS ESTABLISHED  
LISHING THE CONDOMINIUM.  
THE REGULATORY AGREEMENT EXECUTED BY THE ASSOCIATION OF OWNERS  
AND ATTACHED TO THE PLAN OF APARTMENT OWNERSHIP (ENABLING  
DECLARATION) RECORDED ON 12-13-79 IN THE LAND RECORDS OF  
THE COUNTY OF COOK, STATE OF ILLINOIS, AS DOCUMENT NUMBER  
25280760, UPON DEFAULT UNDER THE REGULATORY AGREEMENT BY THIS  
MORTGAGE, IS INCORPORATED IN AND MADE A PART OF THIS  
ASSOCIATION OF OWNERS OR BY THE MORTGAGOR AND UPON REQUEST BY  
THE FEDERAL HOUSING COMMISSIONER, THE MORTGAGEE, AT ITS OPTION  
MAY DECLARE THIS MORTGAGE IN DEFAULT AND MAY DECLARE THE WHOLE  
OF THE INDENTURE SECURED HEREBY TO BE DUE AND PAYABLE.  
AS USED HEREIN, THE TERM "ASSESSMENTS", EXCEPT WHERE IT REFERS  
TO ASSESSMENTS AND CHARGES BY THE ASSOCIATION OF OWNERS, SHALL  
MEAN "SPECIAL ASSESSMENTS" BY STATE OR LOCAL GOVERNMENTAL AGEN-  
CIES, DISTRICTS, OR OTHER PUBLIC TAXING OR ASSESSING BODIES.

# **UNOFFICIAL COPY**

3 7 5 6 5 6 8 5

NE-84

SETTLEMENT AGENT

~~1984~~

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

MARIA DOLORES B. MARTIN MARIA DOBRAGON BENJAMIN  
MORTGAGEE'S TRUSTEE'S SIGNATURE SIGNATURE  
MORTGAGOR OR SIGNATURE SIGNATURE  
MORTGAGEOR OR SIGNATURE SIGNATURE  
MORTGAGEE'S TRUSTEE'S SIGNATURE SIGNATURE  
MORTGAGOR OR SIGNATURE SIGNATURE

FIRST AID FOR EASID.

BENJAMIN, SPINSTRESS SET HIS HAND AND SEAL THE DAY AND YEAR

IN WITNESSES WHEREOF, MARIA DOLORES B. MARINE, MARRIED & MARIA CORAZON

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

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

IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE 110, THE SENTENCE WHICH READS AS FOLLOWS IS DELETED:

JTHAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE,  
OR 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; 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 ONE, THE  
SENTENCE WHICH READS AS FOLLOWS IS DELETED:

SPINSTER, THE MORTGAGOR, AS FOLLOWS:

THE MORTGAGEE, AND MARIA DOLORES B. MARINIZZI, MARTA CORAZON RENJAMIN.

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

THIS RIDER, DATED THE 16th DAY OF OCTOBER, 19 87,

THIS RIDER, DATED THE 16th DAY OF OCTOBER, 19 87,

**FHA MORTGAGE PREPAYMENT RIDER**

LOAN# EHA# 131 519 0204 734 6040 0699

# UNOFFICIAL COPY

87565685

MORTGAGOR

MORTGAGOR

MORTGAGOR MARIA CORAZON BENJAMIN

MORTGAGOR MARIA DOLORES B. MARTINEZ

The mortgagor 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 the 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.

This Rider made this 16th day of OCTOBER , 19 87  
modifies and amends that certain Mortgage of even date herewith between  
Mortgagor and Company, Inc., as Mortgagor, and MARIA DOLORES B. MARTINEZ,  
MARIE & MARIA CORAZON BENJAMIN, Spouse, as Mortgagors as follows:

## ASSUMPTION RIDER TO MORTGAGE

LOAN# 6040 0699  
FHA# 131 519 0204 734