

131-5245287-2038

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P2 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 20th day of October, 1987, between

MARGARETTEN & COMPANY, INC. , Mortgagor, and
a corporation organized and existing under the laws of the State of New Jersey and authorized to

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
Fifty- Six Thousand, Eight Hundred Eighty-Two and 00/100
Dollars (\$ 56,882.00) 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 Twenty and 47/100
Dollars (\$ 520.47) 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:
LOT 270 IN DAVENPORT SUBDIVISION IN THE NORTHEAST QUARTER (1/4)
OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN # 16-03-216-004

ASSUMPTIONS MADE IN THE TEST AND MADE
BY THE ANALYST

RECEIVED
1944-10-17 11:00 AM
1944-10-17 11:00 AM
COST 6.00

-64-572249

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 Mortgagor, its successors and assigns, forever, for the purpose 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.

**ILLINOIS FHA MORTGAGE
MAG-1201 (8/86)**

STATE OF ILLINOIS
HUD-92116M (5-80)

\$16.00 MAIL.

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RECEIVED
MAY 22 1987
FBI - CHICAGO
SEARCHED INDEXED SERIALIZED FILED

at
DOC. NO.
PALATINE IL 60067
887 E WILMETTE
MARGARETEN & CO., INC.
This instrument was prepared by:
NOTARY PUBLIC
8-97-99
John J. Blawie
day of *July*, 1987
GIVEN under my hand and Notarial Seal this
me this day in person and acknowledge that (he, she, they) signed, sealed, and delivered the said instrument as (his, hers,
their) free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of
homestead.

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, before
the undersigned, a notary public, in and for the county and State aforesaid, do hereby certify that

PABLO I ESTRADA, BACHELOR

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

COUNTY OF *Cook*

STATE OF ILLINOIS

87572219

-BORROWER

-BORROWER

-BORROWER

-BORROWER

PABLO I ESTRADA

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
holders, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall
include the plural, the plural the singular, and the masculine gender shall include the feminine.

X

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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 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 Mortgagee 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 and 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 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.

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 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.

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.

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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. This Mortgage may collect a "late charge" due to exceed four cents ($\$0.04$) for each day after the due date of the monthly payment.

(b) A sum equal to the ground rents, if any, next due, plus 1/4 of premiums there will next become due and payable on policies of fire and other hazards insurance covering the mortgaged property, taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagor) less sums already paid thereto by the number of months so elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become due, such sums to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and special assessments; and

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 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 charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(1) If long as said Note of even date and this instrument are insured or are reinsured under the provisions of the National

11.13 expressivity provided, however (all other provisions of this mortgagee to the contrary notwithstanding), that the mortgagor shall have the right to pay, discharge, or remove any tax, assessment, or charge levied by any authority or instrumentality of the Commonwealth or of any political subdivision thereof in a court of competent jurisdiction, which shall operate to prevent the collection of the taxes or assessments, or to foreclose and the sale of said premises or any part thereof to satisfy the same.

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 on said premises, or to pay any monies so paid or expended by him in preserving the property herein mortgaged as in its discretion it may deem necessary for the protection of the same, and the proceeds of the sale of the same, if not otherwise provided by the Mortgagor.

To keep said permits in good order, and not to do, or permit to do, any thing which may interfere with the security of this instrument; nor to suffer any loss or damage to it, or to any part thereof, and not to do, or permit to do, any thing which may interfere with the security of this instrument; nor to suffer any loss or damage to it, or to any part thereof.

AND SAID MORTGAGOR COVENANTS AND AGREES:

JIAM CO. LTD

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37572249

PHAO 131: 5245287-703 B
LOAN# 6040-0743

ASSUMPTION RIDER TO MORTGAGE

This Rider made this 20th day of October, 1987,
modifies and amends that certain Mortgage of even date herewith between
Margaretten & Company, Inc., as Mortgagee, and Pablo I. Estrada, bachelor
as Mortgagors 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 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.

MORTGAGOR Pablo I. Estrada

Pablo I. Estrada

MORTGAGOR

MORTGAGOR

MORTGAGOR

87572249

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Photograph 5 of pg. 3 is added as follows: "This option may not be exercised by the Mortgagor when the Netting Liability for Insurance under the National Housing Act is due to the Mortgagor, a failure to remit the mortgage insurance premium to the Department of Housing and Urban Development".

III. Amortization of the principal of the said note.

III. *Intergenerational transmission of the non-acculturated heritage*, and

II. Ground debts, i.e. any, taxes, special assessments, etc. and other hazard insurance premiums.

(b) All payments mentioned in the two preceding subsections of this Part
graph 27 shall be made under the note secured hereby shall
be added together and the aggregate amount thereby 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:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will become due and payable on policies of life and other hazard insurance covering the mortgaged property, plus taxes and other assessments next due and payable, plus the premium due on the mortgaged property (as well as estimated by the mortgagor next due on the mortgaged property paid therefore paid by the mortgagor), less all sums already paid by the holder of montags to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become due in trust to pay said ground rents, such sums to be held by mortgagor in trust to pay said ground rents, premiums, taxes and assessments to be held by mortgagor in trust to pay said ground rents, premiums, taxes and assessments, and special taxes and assessments, and

that, together with, and in addition to, the monarchy 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:

This is to advise to the Mortgagee between Rabto L. Richards, Beneficiary and
Mortgagor between Inc. dated October 20, 19 87 is deemed to
amend and supplement the Mortgagage of same date as follows:

"FHA MORTGAGE RIDER"

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