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MORTGAGE

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

THIS INDENTURE, Made this RICHARD C. MOORE, SR., MARRIED TO

24TH

day of NOVEMBER BETTIE R. MOORE

. 19 87

. cetween

, Mortgagor, and

RESIDENTIAL FINANCIAL CORP.

a corporation organized and existing under the laws of

NEW JERSEY

Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY THOUSAND, FOUR HUNDRED AND 88 /108

Dollar (S 70,400.00)

ELEVEN

payable with interest at the rate of / | / | / | per centum (11.000 to the order of the Mortgagee at its office in

%) per annum on the unpaid balance until paid, and made payable

1445 VALLEY ROAD, WAYNE, NEW JERSEY place as the holder may designate in writing, and delivered; the said principal and interest being payable in morthly installments of

SIX HUNDRED SOVENTY AND 44 /100

Dollars (5

) on the first day 678.44

JANUARY . 19 88, 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 wal interest, if not sooner paid, shall be due and payable on the first day of DECEMBER

NOW, THEREFORE, the evid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assignt, the following discribed Real Estate simute, lying, and being in the County of COOK Illinois, to wic

LOT 4 IN N. D. CONSTRUCTION COMPANY'S RESUBDIVISION OF LOTS 24 TO 31 BOTH INCLUSIVE, IN BLOCK & IN HULBERT'S ST. CHARLES ROAD SUBDIVISION. BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, BAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APFIL 18, 1952 AS DOCUMENT NO. 15321587, IN COOK COUNTY, ILLINOIS.

. 234 Granville Bellwood 00104 15-08-224-039 K

"SEE ATTACHED ONE TIME MIP RIDER MADE A PART HEREOF."

"SEE ATTACHED PREPAYMENT/ASSUMPTION RIDER TO N'ORTGAGE MADE A PART HEREOF."
TOGETHER, with all and singular the tenements, hereditaments and appuntenances thereunity by longing, and the rents, issues, and profits thereof. and all apparatus and fixtures of every kind for the purpose of suppyling or distributing heat, light, water, or, or er, 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 appunenances and fixtures, unto the sab' ... expanse. 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 Homes lead F semption 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 valou 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 Mortgagee 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 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 tire said premises or any part thereof to satisfy the same.

RESIDENTIAL FINANCIAL CORP.

155 EAST ALGONQUIN ROAD

ARLINGTON HEIGHTS, IL CORP.

CATHY LYNN THORMA AND THORM

GEO 811 980 HIID-921165-80)

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g instrum, or, appeared before me	K ta mameni	and delivered the said in	Y signed, sealed,	to be the same person wiged that XXX THE ged that forth, including the	botwornias bas nocasq	this day in
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(SEAL)	uf a	Company of	(1435)	res many	wolling.	D

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

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of the Montpager shall operate to release; in any manner, the original limbil y of as Montpager.

THE COVENANTS HEREIN CONTAINED shall bind, and me best in advantages shall inver, to the respective heirs, executors, and according include operates to the respective heirs, executors, and according to the singular and the singular and according to the singular and the measure.

IT IS EXPRESSLY AGREED that no extension of the time for pay ones. A the debt hereby secured given by the montpapes to any successor in interest

release or satisfaction by Mortgagee.

If Moregagor shall pay said note at the time and in the Lawser aforesaid and abide by, comply with, and duly perform all the coverance and supported by aforegagor, execute a agreements herein, then this conveyance ahall be mult and wold and (60, grapes will, within thinty (30) days after written demand therefor by Mortgagor, execute a release or saintefaction of this mortgage, and Mortgagor hereby waives are a smaller or all statutes or taws which require the earlier execution or delivery of such

such decrees (1) All the costs of such suk or x.1%, adventising, sale, and conveyance, including submeys', solicitors), and stenographers' fees, outlays for decrees (1) All the cost of said abstract each each of submitted in the decrees and cost of said abstract each each of submitted in the Montgage with interest on such advances at the case of ords 1 site case sociated bereby, from the time such advances are made; (3) all the accused interest remaining unpaid on the independences hereby secured; (4) all the 'sis', trinciped money remaining unpaid. The overplus of the proceeds of sale, if any, chall then be paid to the Montaness.

VND LHEBE SHYIT BE INCIA OF D in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any

solicitor's feet, and steader, where of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complain charter of any other suit, or legal proceeding, wherein the Mortgages shall be made a panty thereto by reason of this mortgage, its costs and all and the reasonable feets and charges of the amortgage, and the Mortgages, so made panties, for services in such suit or proceedings, shall be a further less and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebted-ness secured. Incident the allowed in any decree foreclosing this mortgage.

AND IN CASE OF FORECLOSURE of this montage by said Montagere in any court of law or equity, a reasonable sum thall be allowed for the

necessary to carry cut the provisions of this paragraph.

Whenever the said Mongagee shall be placed in possession of the above described premises under of a count in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said hongagee; in its discretion, nay; keep the said premises; pay for and maintain such insurance in auch amounts as thall have been required by the Mongagee; hease the said premises to the said premises; pay for and maintain such insurance in auch any period of redemption, as are approved by the Court; collect and premises to the Merigage 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, (as) or and profits for the tree premises hereing any enter premise and expendition as any period of reasons and expendition and expendition as any period of the rents.

preservation of the property.

upon the filing of any bill for that purpose, the court in which such bill is filed may at any innecessface, either before or after sale, and without notice to the solution of the court in which such bills in filed may at any time thereafter, either before or after sale, and without necession of the parameter of the parameter of the innecession of the parameter of the court in the parameter of the court in the value of said premises or whether the same shall then be occupied by the owner of the equiv of redemption, as a homestead bereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equiv of redemption, as a homestead, enter an order placing the Mortgagee in postession of the premises, or appoint a receiver for the benefit of the downer of the centry of redemption, as a homestead, enter an order placing the Mortgagee with power to collect the rents, issues, and profits of the instance of said may be applied toward the payment of the inchested of redemption, and such rents, issuest, and other items necessary for the protection and issuest, and profits of the instance of said to the inchested toward the payment of the independents, ones, insurance, and other items necessary for the protection and issuest, and other items observed by the protection and issuest, and other items necessary for the protection and

accrased interest thereon, shall, at the election of the Mortgages, without notice, become immediately due and payable.

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgages shall have the right immediately to foreelose this mortgage, and

IN THE EVENT of default in making any monthly payment provided for herein and in the note accurad hereby for a period of thirty (3G) days after the due thereof, or in case of a breach of any other coverant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with

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AND the said Mortgagor further convenants and agrees as follows:

NEOCCESO DE CENTRALES DE LA TRACHED PREPAYMENT/ASSUMPTION RIDER

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the noce 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:
 - (I) If and so long as said note of even day 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 (I) 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 mortilly 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 or intransing balance due on the note computed without taking into account delinquencies or prepayments.
- (b) A surr come to the ground rems, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance or cring the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums alreatly pid therefor divided by the number of months to elapse before one month prior to the date when such ground rems, premiums, taxes and assessments. This become delinquent, such sums to be held by Mortgagee in trust to pay said ground rems, premiums, taxes and special assessments; at A
- (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 adject in a small payment to be applied by the Mortgages to the following items in the order set forth:
 - (I) premium charges under the oor row of insurance with the Secretary of Housing and Urban Development, or monthly charge (in 5m of mortgage insurance premium), is the case may be:
 - (II) pround rents, if any, taxes, special / stess nents, fire, and other hazard insurance premiums:
 - (III) interest on the note secured bereby, and
 - (IV) amortization of the principal of the said not

Any deficiency in the amount of any such aggregate monthly; syment 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. To "Intragage may collect a "late charge" not to exceed four omits (4c) for each dollar (51) 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 Montgagor under subsection (b). "We preceding paragraph shall exceed the amount of the payments actually made by the Montgagor for ground rents, taxes, and assessments, or insurance preminins as the case may be, such excess, if the loan is current, at the option of the Montgagor, shall be credited on subsequent payments to be made by the Montgagor, or refricted to the Montgagor. If, however, the monthly payments made by the Montgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay grown frents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Montgagor shall pay to the Montgagor and assessments, or insurance premium, as the case may be, when the same shall become due and payable, then the Montgagor shall pay to the Montgagor and assessments, or insurance premium, as the case may be, when the same shall become of such ground rents, taxes, assessments, or insurance premium: "Itaall be due. If at any time the Montgagor shall indered to the Montgagor, in accordance with the provisions of the note secured hereby, full payment of the entire it such refreshed thereby, the Montgagor shall incorporating the amount of such indebtedness, credit to the account of the Montgagor all payments in tumor. The provisions of subsection (a) of the preceding paragraph which the Montgagor has not become obligated to pay to the Secretary of Housing and Urban Flew Imprent, 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 the provisions of this montgage resulting in a public sale of the premises covered hereby, or if the Montgagor acquires the property otherwise after default, the Montgagor stable time of the commencement of such proceedings or at the time the property is otherwise acquires the property otherwise and shall prope to a liput any payments which shall have been made under subsection

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgager does hereby as ign to the Mortgager all the rema, issues, and profits now due or which may bereafter become due for the use of the premises heremabove 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.

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 Mortgager 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 indebtechess 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 indebtechess 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 N stional Housing Act within ninety 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 ninety days time from the date of this mortgage, declining to insure said rote and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgage or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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PREPAYMENT/ASSUMPTION RIDER

The Rider dated the 24TH day of NOVEMBER , 1987 , amends the mortgage of even date by and between:

RICHARD C. MOORE, SR., MARRIED TO BETTIE R MOORE

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. as follows:

. the Mortgagee.

In Paragraph one on page 2, the sentence which reads as follows is 1. deleted:

"that 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 a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

Paragraph one on page 2, 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."

A new provision has been added 23 follows:

The mortgagee shall, with the prior approved 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 plior 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.

IN WITNESS WHEREOF. RICHARD C. MOORE, SR., MARRIED TO BETTIE R MOORE

has set his hand and seal the day and year first aforesaid

BEITIE R. MOORE

BETTIE R. MOORE IS SIGNING FOR THE PURPOSE OF PERFECTING

THE WAIVER OF HOMESTEAD RIGHTS

_(SEAL)

Signed, sealed and delivered in the presence of

UNOFFICIAL COPY

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ONE TIME MIP MORTGAGE RIDER RIDER TO STATE OF ILLIMOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between

RICHARD C MOORE SR, MARRIED TO BETTIE R MOORE

Mortgagor and, Mortgagee,

RESIDENTIAL FINANCIAL CORP

revises said Mortgage as follows:

11-24-87

1. Page 2, the second covenant of the Mortgagor 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 Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sur 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 therefore 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 Mortgagee 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 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:
 - ground rents, if any, 'axes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and (III) amortization of 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 sevenit under this mortgage. The Mortgagee may collect a "late tharge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears; to cover the extra expanse involved 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 premiums, as the case may be, such excess, if the loan in 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 (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 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 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 any balance remaining in the funds accumulated under the provisions of subsection (a) 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

S. T. T.

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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 against the amount of principal then remaining unpaid under said

2. Page 2, the penultimate paragraph is amended to add the following

sentence:

This option may not be exercised by the Montgagee when the ineligibility for insurance under the National Rousing Act is due to the Montgagee's failure to resit the mortgage insurance premium to the Department of Housing and Urban Development.

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Dated as on he date of the mortgage referred to herein. ्रा क्षेत्र के जिल्ला विशेषक स्थापन के किया है जिल्ला है के अपने किया है जिल्ला है के जिल्ला है के जिल्ला है क विभाग के जिल्ला के जिल्ला है के अपने के जिल्ला है के अपने किया है के जिल्ला है के जिल्ला

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