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

142001039

MORTGAGE

THIS INDENTURE, Made this 21ST day of JANUARY ROGER V. LEYESA AND MARIETTA G. LEYESA, HUSBAND/WIFE

, 1987

between

, 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 Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY THOUSAND, FIVE HUNDRED FIFTY AND 00 /100

Dollar (\$

70.550.00)

EIGHT AND ONR-HALF

payable with interest at the rate of / | \/ | \/ | \per centum (%) per annum on the unpaid balance until paid, and made payable 8.500 to the order of the Mortgagee at its office in

1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470

place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of

FIVE HUNDRED FORTY-TWO AND 47 /100

Dollars (\$

542.47) on the first day

87 , and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the MARCH final payment of principal are interest, if not sooner paid, shall be due and payable on the first day of FEBRUARY

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 convenants and an exprents herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following dest at d Real Estate situate, lying, and being in the County of COOK Illinois, to wit:

PARCEL 1: THE SOUTH 30 FEET OF THE NORTH 429.50 FEET OF LOT 5 IN BLOCK 15 OF UNIT 5, IN HANOVER GARLENS FIRST ADDITION, BEING A SUBDIVISION OF BLOCKS 9 AND 15 OF UNIT 3, IN HANOVER GARDENS FIRST ADDITION, BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CCO. COUNTY, ILLINOIS.

EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE PARCEL 2: USE AND BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22520450 AND AS CREATED BY DEED DOCUMENT NO. 22904419, IN COOK COUNTY, ILLINOIS.

"SEE ATTACHED PREPAYMENT OPTION RIDER MADE A PART HEREOF."

ONE TIME MIP RIDER MADE A PART HEREOF

06-55-302-0364 7391-C Astor Hanover Park 6410=

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 suppyling or distributing heat, light, water, or wer, 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, end in erest 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 integrated, 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 ead E comption 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.

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 laxes 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 the said premises or any part thereof to satisfy the same.

ANN M, WENZ 155 E, ALGONQUIN ROAD ARLINGTON HEIGHTS, IL 20009 RESIDENTIAL FINANCIAL CORP.

GPO 871 680 HUD-92116M(5-80)

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1987		vor of the right of homest	ncluding the release and wair Seal this ZIST		es nisted therein set	
nstrum, appeared before me IIR free and voluntary act	strument as THE	, and delivered the said ins		indi	and acknowledged	this day in person
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con nty and State aforesaid,	ublic, in and for tr		EYRSA AND MARIETT	2.V	The ROCKR	COUNTY OF I, Do Hereby Certi
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WITNESS the hand and seal of the Mongagor, the day and year first written.

gender shall include the feminine.

administrators, successors, and assigns of the parties hereto. Wherever used, the singular, when trained include the plural, the plural the singular, and the masculine THE COVENAUTS HEREIN CONTAINED shall bind, and the bene its and advantages shall inure, to the respective heirs, executors,

of the Mortgagor shall operate to release; in any manner, the original liability of the Mortgagor.

TT 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 release or satisfaction by Mortgagee,

release or satisfaction of this mortgage, and Mortgagor hereby waives the "onefits of all statutes or laws which require the earlier execution or delivery of such agreements herein, then this conveyance shall be mull and void and i for up see will, within thirty (30) days after written demand therefor by Mortgagor, execute a

If Morgagor shall pay said note at the time and in the are aforesaid and shall abide by, comply with, and duly perform all the covenants and

unpaid on the indebtedness hereby secured; (4) all the 🚉 principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to 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 documentary evidence and cost of said abstract and r. 2 mination of title; (2) all the moneys advanced by the Montages, if any, for the purpose authorized in the such decree: (1) All the costs of such suit or s in, adventing, sale, and conveyance, including attorneys, solicitors, and stenographers' fees, outlays for

AND THERE SHALL BE INCL JOP 2 in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any ness secured hereby and be allowed in any docree foreclosing this mortgage.

suit or proceedings, shall be a further it in and change upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedof this mortgage, its costs and exponses and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such abstract of title for the purpose of sur in foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason solicitor's fees, and scenograph...... fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete.

AND IN CASL O'FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the necessary to carry october provisions of this paragraph.

receive the rents, 127 es., and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably premises to the Mon, agor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court, collect 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 foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair, pay such current back taxes and or grammerer the said Mortague shall be placed in possession of the above described premises under as action is a mortage as action is a sound of the said of the

preservation of the property.

issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and said premises during the pendency of such forcelosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, 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 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 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 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 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 AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to forcelose this mortgage, and

accrued interest thereon, shall, at the election of the Morgagee, without notice, become immediately due and payable, 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 M THE EVENT of default in making any nonthly payment provided for heroin and in the note secured hereby for a period of thirry (30) days after the

TOO SHALL BE EXECUTED.



AND the said Mortgagor further convenants and agrees as follows:

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 ness, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment. "SEE ATTACHED PREPAYMENT OPTION RIDER,"

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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured liereby 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 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 (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 'act of a mortgage insurance premium) which shall be in an amount equal to one-twelfth(1/12) of one-hall(1/2) per centum of the average and the ding balance due on the note computed without taking into account delinquencies or prepayments:
- (b) A sum equal of 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 the prior divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will of the 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 applied by the Mortgagee to the following items in the order set forth:
 - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 - (II) ground rents, if any, taxes, special ascessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of the said note

Any deficiency in the amount of any such aggregate monthly proment 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 I fortgrown 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 river eding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, is 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 refunder 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 for its, 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 a te. 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 indebtor hereby, 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 Dermon ferri, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the 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 fund accumulated under subsection (b) 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.

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 in 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 the constant and the constant and the constant are the c

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National 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 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.

Property of Cook County Clark's Office

87047899

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between

Roger V. Leyesa and Marietta G. Leyesa Roger V. Leyesa and Marietta G. Leyesa
RESIDENTIAL FINANCIAL CORP.

Mortgagor and,
Mortgagee,

Committee of the committee of the design of the committee of the committee

dated 1/21/87

revises said Mortgage as follows:

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 sum equal to the ground rents, if any, next due, plus the nremivas 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 Mortgigor each month in a single payment to be applied by the Mortgage 1 to the following items in the order set forth:
 - ground rents, if any, takes, special assessments, fire, and other hazaro insurance premiums;
 - interest on the note secured hereby; and amortization of principal of the said note. (iii)

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor For to the due date of the next such payment, constitute an event of orfault under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each sament 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 (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, 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. sented 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

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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 note.

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

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

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

Mortgagg

Roger V. Levesa

Mortgagor

Marietta G. Levesa

87047899

UNOFFICIAL COPY . . .

PREPAYMENT OPTION RIDER TO FHA MORTGAGE

The Rider dated the 21ST day of JANUARY . 1987 , amends the mortgage of even date by and between:

ROGER V. LEYESA AND MARIETTA G. LEYESA, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. as follows:

, the Mortgagee.

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

"that privilege is reserved to pay the debt in whole, or in an amount equal to call 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 1, 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 partitions TRAN 5543 91/26/87 07:33:00 on any installment due date."

#1942 # A *-87-047899

COOK COUNTY RECORDER

3. A new provision has been added as follows:

with the requirements of the Commissioner.

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 10 hold 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

IN WITNESS WHEREOF, ROGER V. LEYESA, HUSBAND/WIFE

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

ROGER V. LEYESA

Maritta S. Leyesa (SEAL)

MARIETTA G. LEYESA

(SEAL)

Signed, sealed and delivered in the presence of

1/8/90

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