ROLLING MEADONS, IL 60008

CASE #131:4837040-703

LOAN # 0000252460

MOROGAUE?

87067126

The form is used in connection with mortgales injured (under the one to four-family provisions of the National Housing Act.

THE INDENTURE MADE THE AND

27TH

JANUARY day of

1987 between

avid e. Schmidt , a single person Lyons mortgage corp

. Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF ILLINOIS

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

SEVENITY SEVEN THOUSAND EIGHT HENDRED FIFTY AND 00/100

Dollars (\$

77.850.00)

NINE AND 000/1000

per centum (9.00000 %) per annum on the unpaid balpayable with interest at the rate of ance until paid, and made payable to the order of the Mortgagee at its office in ROLLING MEADONS, IL 60008 or at such other place as the holder may designate in writing, and deliver-

ed; the said principal and interest being payable in monthly installments of

Dollars (\$ 626,40 SIX HUNDRED TWEAT SIX AND 40/100 , 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 FERGARY, 2017 payable on the first day of

NOW, THEREFORE, he 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 pres-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 32 IN BLOCK 3 IN SHERMAN CATCENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 17, PACT OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOE RECORDED SEPTEMBER 5, 1929 AS LOCAMENT 10471889 AND CORRECTION PLAT RECORDED ON SEPTEMBER 30, 1929 AS DOCUMENT 1043920 IN COOK COUNTY, TAINOIS.

See attached FHA Mortgage acceleration clause made a part hereof.

See attached Prepayment Rider made a part hereof.

See attached One Time MIP Rider 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 distribution both. 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, little, 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 Tinois, 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 remises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this irs cument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagne, as here-inafter 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 taxes or assessments on said premises, or to keep said premises in good repair, the 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.

Replaces FHA-2116M, which may be used until supply is exhausted

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

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AND IN THE EVFNT 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, costs, 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 Cource, 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 'orchosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party there to 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 alloways, solicitors, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, or the purpose authorized in the mortgige 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 frincipal 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 thirty (30) days after written demaid 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 and operate to release, in any manner, the original liability of the Mortgagor.

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.

:30:00

WITNESS the	hand and seal of the Mortgagor, t	he day and year fi.s	written.	
x Haun	Lamberon [SEA1	LJX AWID 9 S	sce mot	[SEAL]
SHAWN LAMBERSON		DAVID E, SCHMIDT	2	[SEAL]
		•	DEPT~01 T#1111 Tm/	
STATE OF ILLINO	IS		. #0174 # #	2-87-067
COUNTY OF COOK		<i>55:</i> .	. COOK COU!	4T'/ RECORDER
aforesaid, Do Hereb MAY DAVID E. SCHMID person whose name; person and acknowle free and voluntary a of homestead.	dged that they signed, see ct for the uses and purposes there	A SINGLE PERSON AND MILE AND AND MILE AND	D sonally known to ent, appeared bei e said instrument	as their
DOC. NO.	Filed for Record in the	Recorder's Office of		•
	County, Illinois, on	the day	of	A.D. 19
at o'clo	ock m., and duly recor		1500	Page"MER
		GPO 183	J-237	MUD-92116M IS-801

108-91 W911Z6-0/1H

AND the said Mottgagor further covenants 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 note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise auch privilege is given at least thirty (30) days prior to prepay-

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 Mortgagor, 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 bevelopment, as follows;

(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the Mational Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, or as a mended, and applicable Regulations thereunder, or

(1) If and so long as said note of even date and thirs instrument are held by the Secretary of Housing Act, or as amount admit to the Secretary of Housing and Urban Development pursuant to the Mational Housing Act, (11) Is and so long as said note of even date and thirs instrument are held by the Secretary of Housing and Urban bevelopment pursuant to the Mational Housing Act, (11) Is and note of even date and thirs instrument are held by the Secretary of Housing and Urban bevelopment pursuant to the Mational Housing and Urban to one-inatifut (11/2) per endum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

(b) A sum equal to the ground tents, it any, next due, plus the premiums that will next become due and payable on

A sum equal to the ground tents, it any, next due, plus the premiums that will next become due and payable on polistics of tire and other hazard insurance covering the mortgaged property, blus taxes and assessments means to the mortgaged property (all as estimated by the Mortgaged) least summs along therefore of months to etaper before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such amms to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and several and several assessments, and taxes and the payable to be added to be added

(c) All paying ta mentioned in the two preceding subsections of this paragraph and all payments to be made under the note accurat hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager each in the order act forth:

(g) prem um charges under the contract of mattanes to the following items in the order act forth:

(g) prem um charges under the contract of mattanes premium), as the case may be;

(g) prem un charges (in lieu of mortgage insurance premium), as the case may be;

(g) ground rents if any, taxes, special assessments, fire, and other hazard insurance premiums;

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(g) ground itents if any taxes, special note,

(g) mortization of it e principal of the said note,

Any deficiency in the amoust of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such aggrees an event of default under this mortgage. The Mortgagee may collect a "late charge" not to axion tout cents (4¢) for each dollar (51) for each payment more than fifteen (15) days in saries; to cover the extra expense, involved in handling delinquent payments.

or before the date when payment of such ground rents it, xes, assessments, or insurance premiums shall be due. It any time the Mortgagor shall tender to the Mortgayor shall tender to the Mortgagor shall in computing the hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of her hortgage is all payments made under the provisions of housing and thousing and the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining, in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be in default under any of the provisions of subsection (b) of the preceding paragraph. If the time of the montgage acquires the property and otherwise acquires the palance then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of such proceeding under subsection (b) of the preceding paragraph as a credit against the amount of such proceeding under subsection (c) of the preceding paragraph. ceding paragraph. or before the date when payment of such ground rents a seessments, or insurance premiums shall be due. In the total of the payments make by the Mortgagor under subsection (a) of the preceding paragraph snall exceed the total of the payments actually and by the Mortgagee for ground tents, taxes, and assessments, or insurance preceding paragraphs the Mortgagor, If, however, the monthly payments subsection (b) of the preceding paragraph shall not be sufficient to pay ground made by the Mortgagor, and assessments, or insurance premiums, as the case may be, when the same shall become due ents, taxes, and assessments, or insurance premiums, as the case may be, when the deficienty, on and payable, then the Mortgagor shall pay to the Mortgagor and payable, then the same shall be due. If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed

AND AS ADDITIONAL SECUPITY for the yayment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected or the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by live and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgage and will pay promption to only premiums on such insurance provision for payment of which has not been made hereinbefore.

If we have, any premiums on such insurance provision for payment of which has not been made hereinbefore.

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. jointly, and the insurance proceeds or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indeptedness hereby secured or to the restoration or tepair of the property damaged. In directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee to the Mortgagge. In event of loss Mortgagor will give immediate notice by mail to the Mortgag e who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mottgage, and the Mote secured hereby remaining unpaid, are hereby assigned by the Mottgage to the Mottgage and shall be paid forthwith to the Mottgage to be applied by it on account of the indebtedness secured hereby, whether due or not. THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

payable gible for insurance under the National Housing Act within SINIA (60) DASS from the date hereof (written states mortgage from the date hereof (written states) and the note and this mortgage, being deemed conclusive proof of such inteligibility), the Mortgage of the holder of the note and this mortgage, being deemed conclusive proof of such inteligibility), the Mortgage of the holder of the note may, at its option, declare all sums secured hereby immediately due and namediately due and THE MORTCACOR FURTIER ACREES that should this mortgage and the note secured hereby not be eli-

istely due and payable. terest thereon, shall, at the ele agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued in-IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or

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CASE # 131:4837040-703

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirement of the Commissioner.

	Ma Can alambarana	107/07
	BORROWER SHAWN LAMBERSON.	2 1/2/8
		27 JAN 1987 DATE
	BORROVER DAVID E. SCHMIDT	DATE
	$()_{\mathcal{C}}$	DATE
	BORROWER	DATE
		UKIE
	BORROWER	DATE
****	**************************************	**********
	STATE OF ILLINOIS	œ
	SS/X	3
	COUNTY OF COOK	
1/	· I) a PR L	12
,	in the State aforesaid, DO HEREBY CERTIFY that	public in and for the said County,
		ly known to me to be the same
	persons whose names are subscribed to the fore	going instrument, appeared before
	me this day in person, and acknowledged, that	ey signau, sealed and
		ree and voluntary act, for the
	uses and purposes therein set forth.	^
	Given under my hand and official seal, this 27^{44} da	y of January , 1987.
	- Andrews	
		Village Compale
		Notary Public
		al las
		9/7/87
		Commission Expires
	This instrument was prepared by LYONS MORTGAGE CORP	C. FOLLMANN
	· · · · · · · · · · · · · · · · · · ·	NAME
	2 Crossroads of Commerce, Rolling Meadows, IL 6000	8
	ADDRESS	

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

This rider attached to and made part of the Mortgage between SHAWN IAMBERSON AND DAVID, E. SCHOOT Mortgagor, and LYONS MORTGAGE CORP Mortgagee, dated 01/27/87 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 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 Nortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- b. All payments men inned 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, taxes, 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 payment, constitute an event of default under this mortgage. The Mortgage may collect a "late charge" not to exceed four cents (4¢) for each dollar (5!) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of payments made by the Mortgogo: under subsection (a) of the preceding paragraph shall exceed the amount of the payments artually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the priceding 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, the Mortgag's 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 de. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the proviotons of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgages shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of If there shall be a default under any of the provisions of this the preceding paragraph. 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 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 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.

ERAPOT COMPANY

FHA

ILLINOIS LMC# 535

DAVID E. SCHOOT

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CASE #131:4837040-703

LMC	#	0000252460	

MORTGAGE RIDER

The Rider, dated the 27TH day of JANUARY , 1987,
amends the Mortgage of even date by and between
SHAWN LAMBERSON AND DAVID E. SCHMIDT
the MORTGAGOR(S) and LYONS MORTGAGE CORP, AN ILLINOIS CORP. the Mortgagee
as follows:
 In the first unnumbered paragraph, page two, the sentence which reads as follows is 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 written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
2. The first unnumbered paragraph, page 100, 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."
IN WITNESS WHEREOF, SHAWN IAMBERSON AND DAVID E. SCHMIDT
has set his hand and seal the day and year first aforesaid. SHAWN LAMBERSON DAVID E. SCHMIDT (SEAL) (SEAL)

RANK TANK

Signed, sealed and delivered in the present of

(NOTARY)