State of Illinois

UNOFFICIAL COP Mortgage

FMA Case No.:

131: 4823993-7486

This Indenture, Made this25th	day of January 1987 , between
\\\ National Heritage Mortgage Corporation	Busband and Wife, Mongagor, and
a corporation organized and existing under the laws of the State Mortgagee.	ate of Alabama
Witnemeth: That whereas the Mortgagor is justly indebted to the date herewith, in the principal sum of Fifty Thousand Ti	ree Hundred Eighty and 00/100
payable with rate est at the rate of Eight per centum (8.0 %) per annum on the unpaid balance until paid, and made
stallments of Four Hundred Eighty One and 46/100	delivered; the said principal and interest being payable in monthly in- Dollars (\$ 481,46) i the first day of each and every month thereafter until the note is fully
mance of the covenants and agreements herein contained does by the	payment of the said principal sum of money and interest and the perfor- icse presents Mortgage and Warrant unto the Mortgagee, its successors being in the county of Cook
Let 1 in Block 26 in Gressdale, a S Section 34. Township 39 North, Rang Heridian, in Cook County, Illinois.	e 12, East of the Third Principal
To: Nacional Heritage Mortgag	e This Occument Prepared By: Panala L. Hyna
P.O. Box C Semingham AL 35201 Auth: Marketing Dept.	TŚ
Thereof; and all appearance and fixtures of every fried for the purpose of ing and other fixtures in, or that may be placed in, any building now and interest of the said Mortgagor in and to said premise.	ppurtenances thereunto belonging, and the reats, issues, and peofits f supplying or distributing hear, light, water, v. process, and all plumbor hereafter standing on said land, and also all the extate, right, title,
To have and to held the above-described premises, with the apparenances and fintures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.	of this instrument: not to suffer any lieu of mechanics men or material men to attach to said premises; to pay to the Mortgagne, 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
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	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.

HUD-9211946(10-26 Edition) 24 CFR 203.17(a)

for periodic Morigage Insurance Premium psyments.

Title form to used in connection with mortgages insured under the one- to four-family programs of the Mational Housing Act which provide

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		day and year first written.	the Mortgagor, the	30 less bas basel sd	, assauliyi

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 not shall it have the right to pay, discharge, or remove any tax, assessment, or tax iien 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 two ght 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.

And the said Mortgagor furth r covenants and agrees as follows:

The privilege is reserved to pay the debt it whole, or in part, on any installment due date.

That, together with, and in addition to, the morning payments of principal and interest payable under the terms of the oute 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 Development, as follows:
- (1) If and so long as said note of even date 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 anmual 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 biational 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 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 outstanding balance due on the note computed without taking into account delirquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable an policies of fire and other bezerd insurance covering the mortgaged property, plus taxes and assersments next due on the reortgaged property (ell ac estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to clapse 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 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 aplied by the Mortgagee to the following items in the order set forth:

- (1) 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 assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby;
 - (IV) amortization of the principal of the said note; and
 - (V) luir charges.

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. The Mortgagee 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 preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground tents, 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 (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assetsments, 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 in an nee premiums shall be due. If at any time the Mortgagor shall tinder to the Mortgagee, in accordance with the provisions of the rote 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 ail va ments 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 Development, 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 all of the premises covered hereby, or if the Morigagee 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 (h) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor all the cents, usues, and profess 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 idortgaged against toss by file and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgaged and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

plural the singular, and the masculine gender shall include the Wherever used, the singular number shall include the plural, the ministrators, successors, and assignt of the parties hereto. and advantages shall inure, to the tospective heirs, executors, ad-The coverants horsin contained shall bind, and the benefits

any manner, the original liability of the Morigagor. cessor in interest of the Mortgagor shall operate to release, in of the debt hereby secured given by the Martgages to any suc-It is expressed agreed that no extension of the time for payment

or delivery of such release or satisfaction by Morigagee. benefits of all statutes or laws which require the cartier execution

satisfaction of this mortgage, and Mortgagor hereby waives the written demand therefor by Mortgagor, execute a refeast or be ault and void and Mortzagee will, within thirty (30) and blov has the the covenants and agreements herein, then this convenance shall aforecaid and snall abide by, comply with, and daily perform all If Morigagor shall pay said note at the tions and in the manner

hall then be paid to the Mortgagot ingining unpaid. The overplus of the proceeds of sale, if any, debiedances hereby secured; (4) an the taid principal money remade; (3) all the accessed in each remaining unpaid on the inin the note secured himby, from the time such advances are the mortgage with interes on such advances at the rate set forth advanced by the Mor, sages, if any, for the purpose authorized in cost of said attering and examination of title; (2) all the moneys and stenogrammer! fees, outlays for documentary ovidence and advertising, a Me, and conveyance, litcluding attorneys', solicitors' sular to the given dictors (1) the the costs of such suit or sults, sug ni abam alas yna to aboesorq adt lo tuo biaq od ana sgag -inorre shall be included in any decree forcelosing this mort-

in any decree foreclosing this mortgege, so much additional indebtechess secured bereby and be allowed premises under this mortgage, and all such expenses shall become ceedings, shall be a further Hen and charge upon the said bioligance, so made parties, for aervices in such suit or proreasonable fees and charges of the attorneys or solicitors of the by reason of this mortgage, its cours and expenses, and the proceeding, wherein the Mortgagee shall be made a parry thereto pose of auch foreclosure; and in case of any other suit, or legal evidence and the cost of a complete abstract of title for the purant in such proceeding, and also for all outlays for documentary for the solicitor's feet, and stenographers' fees of the complainin any court of law or equity, a reaconable sum shall be allowed And in case of foreclosure of this mortgage by take blorrgages

Manigatud slat to enoisivoto eth tuo expend itself such amounts as are reasonably necessary to carry premises hereingboye described; and eregion other persons and collect and receive the rents, issues, and profile for the use of the beyond any period oil redemption, as are approved by the court, gagor or others upon such terms and conditions, clines within or special of the Musigaspeci inserting bias and principle of the Moore maintain such insurance in such announts as that theve ocen meprecediments as may be due on the said premisest pay for and said premises in good repain pay such current or back taxes and mongage, the sold Mongages, in its distration, may keep the an action is pending to forcelose this mortgage of a sub-requent the above described premises under an order of a court in which Whenever the said Mortgagee shall be placed in possession of

tion and preservation of the property. costs, tenes, insurance, and other items necessary for the protuc-

and, in case of sale and a deficiency, during the full statutory the said preinises during the pendency of such foreclosure suit Moregagge with gover to collect the rents, issues, and profits of gion of the premises, or appoint a receiver for the benefit of the as a homostead, enter an order placing the Mortgagee in possesshall then be occupied by the owner of the equity of redemption, without regard to the value of said premises or whether the same an order to piace Mortgages in possession of the premises, and time of auch applications for appointment of a receiver, or for liable for the payment of the indebtedness secured hereby, at the regard to the solvency or insolvency of the person or persons gagor, or any party claiming under said Mortgagor, and without cither before or after sale, and without notice to the said Mortthe court in which such bill is filed may at any time thereafter, chis morigage, and upper the filbig of any bill for that purpose, due, the Mortgages shall have the right immediately to fereclose And in the event that the whole of said debt is declared to be without notice, become immediately due and payable. crued interest thereon, shall, at the election of the Mortgagee,

collected may be applied toward the payment of the indebtedness,

period of redemption, and such rents, issues, and profits when

whole of said principal uum remaining ungaid together with acof any other covenant or agreement herein stipulated, then the thirty (30) days after the due date thereof, or in case of a breach vided for herein and in the note secured hereby for a period of -orq invinyaq yldinom yna gnikam ni ilualedy payment pro-

hereby immediately due and payable. bolder of the note may, at its option, declare all sums secured conclusive proof of such incligibility), the Mortgagee or the decilaing to insure said note and this mortgage, being deemed SINELSELY days' time from the date of this mortgage, Secretary of Housing and Ordan Development dated subsequent Housing and Urban Development or authorited agent of the percol) matricul statement of sur officer of the Department of Methonal Housing Act within days from the dail the note secured hereby not be eligible for insurance under the

The Morigagor further agrees that should this morigage and indebtedness secured hereby, whether due or not oil) to incount no 1 Vd beliqqu od of osgranoid oil of thiwainof hisq od lishe bus sogiestrobl out of regagness out ye bengissa gage, and the Note secured hereby comaining unpaid, are hereby the extent of the full amount of indeptedness upon this Mort-

damages, proceeds, and the consideration for such acquisition, to any power of eminent dorneld, or acquired for a public use, the That if the premises, it say part thereof, be condemned under

tores thall pass to the purethast or granter. termit of the Monthese is the O bay in surface policies then in ment of the independance record bereby, all sight, title and inor other transfer of the for the thereased broberty in extininglythe property demagnd. In every of fereclosure of this mortgage the independence transfer of to the retoration of espair of applied by the Mortgagne at its oftlion either to the reduction of jointly, and the insurance proceeds, or any pare thereof, may be consultance instruction of to the Mortgagow and the Mortgagood off authorized and directed to make wayment for such fore directly to Morigager, and each innerance company concerned is hereby gages, who may make proof of lost if not made prompily by loss Merigagor will give immediate soutce by mail to the Mortlo nova in loom secreptable to the Mortgagee. In event of the bifortgagest and have attached thereto loss payable clauses in Morrages and the policies and recembls thereof shall be held by All insurance shall be carried in companies approved by the



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

PAGE 2, THE SECOND COVENANT OF THE MORTGAGE IS AMENDED TO READ:

THAT TOGETHER WITH, AND IN ADDITION TO, THE MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST PAYABLE UNDER TERMS OF THE NOTE SECURED HEREBY, THE MURTGAGOR WILL PAY TO THE MORTGAGE, 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 MORTGAGEE) LESS ALL SUMS ALREADY PAID THEREFOR DEVIDED BY THE NUMBER OF MONTHS TO ELAP F BEFORE ONE MONTH PRIOR TO THE DATE WHEN SUCH GROUND RENTS, PREMIUMS, TAXES AND ASSESSMENTS WILL BECOME DELINQUENT, SUCH SUMS TO BE HELD BY THE MORTGAGEE IN TRUST TO PAY SAID GROUND RENTS, PREMIUMS, TAXES AND SPECIAL ASSESSMENTS; AND
- (B) ALL PARMENTS MENTIONED IN THE TWO PRECEDINS SUBSECTIONS OR THE PARAGRAIH AND ALL PAYMENTS TO BE MADE UNDER THE NOTE SECURED HEREBY SHALL BE ADDED TOGETHER AND THE AGGREGATE AMOUNT THEREOF SHALL BE PAI, 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) GROUND RENTS, IF LAT, TAXES, SPECIAL ASSESSMENTS, FIRE AND OTHER HAZARD INSUFANCE PREMIUMS;
- (II) INTEREST ON THE NOTE SECURED HEREBY, AND
- (III) AMORTIZATION OF PRINCIPAL OF THE SAID NOTE.

ANY DEFICIENCY IN THE AMOUNT OF ANY JUCH 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. THE MORTGAGEE MAY COLLECT A " LATE CHARGE" NOT TO EXCEED FOUR CENTS (4¢) FOR FACH DOLLAR (21.) FOR EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREAKS, TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

IF THE TOTAL OF THE PAYMENTS MADE BY THE MORTGAGOR UNDER SBUSECTION (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 RE SUCH EXCESS, IF THE LOAN IS CURRENT, AT THE OPTION OF THE MORTGAGUR 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 THE GROUND RENTS, TAXES, AND ASSESSMENTS, OR INSURANCE PREMIUMS, AS THE CASE MAYBE, 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 PAYMENTS FOR SUCH GROUND RENTS, TAXES, ASSESSMENTS, OR INSURANCE PERMIUMS SHALL BE DUE. IF AT ANY TIME THE MORTGAGOR SHALL TENDER THE MORTGAGEE, IN ACCORDANCE WITH THE PROVISION OF THE NOTE SECURED HEREBY, FULL PAYMENT OF THE ENTIRE INDEBTEDNESS REPENTED 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

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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 FREMISES COVERED HEREBY, OR OF THE MORICAGES ACQUIRES THE PROPERTY OTHERWISE AFTER DEFAULT, THE MORTGAGSE 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.

PAGE 2, TRE MENULTIMATE 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.

WIED AS THE DATE OF THE MORTGAGE REFFERED TO HEREIN.

George E. Meshes TII

Sue Meshie SOUNT CONTROL Hary Sue Mesnes

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UNOFFICIAL COPY CASE 1. 131: 4823993-748b

NHMC LOAN \$ 20-00795-05

ADDENDUM TO FHA MORTGACE/DEED OF TRUST

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 TRANSFERED (OTHER THAN A DEVISE, DESCENT OF OPERATION OF LAW) BY MORTGAGUR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER THAN 24 MONTHS AFTER THE DATE OF EXECUTION OF THIS HORTGAGE/DEED OF TRUST OR NOT LATER THAN 24 MONTHS AFTER THE DATE OF A PRIOR TRANSFER OF THE PROPERTY SUBJECT TO THIS MORTGAGE/DEED OF TRUST, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN ASPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.

DATE January 26, 1987	
Many & Mark	A.
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& Mauslue Mesher	700/
(BORROWER) Mary Sue Meshes	7
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