# UNOFFICIAL GOP

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

### **MORTGAGE**

. THIS INDENTURE, Made this

10th

day of February, 1987

87095685

FRANKOISCO HARO, AND MARTHA HARO, HIS WIFE

, Mortgagor, and

MARGARETTEN & COMPANY. INC.

a corporation organized and existing under the laws of the State of New Jersey, do business in the state of Illinois, Mortgagee.

and authorized to

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain Promissory

JNote bearing even date herewith, in the principal sum of
Sixty- Two Thousand, Two Hundred Eighty and 00/100
Dollars (\$ 62,280.00 ) payable with interest at the rate of

Nine Per Centum

per centum ( 9

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

of the Mortgagee at its office

in Perth Amboy, New Jersey 08862

or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Five Hundred One and 35/100

Doilars (\$ 501.35 ) on the first day of April 1, 1987 , and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 2017

NOW, THEREFORE, the said Mortgagor, fo. Che better securing of the payment of the said principal sum of money and interest and the performance of the covenants and aggreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

THE NORTH 41.0 FEET OF THE SOUTH 12% O FEET OF THE SOUTH 208.D FEET OF THE NORTH 240.0 FEET OF LOT 6 IN E. A. CUMMINGS'S COMPANY'S GARDEN HOME ADDITION, BEING A SUBDIVISION OF THE NORTHWEST FRACTIONAL 1/4 SOUTH OF THE INCIAN BOUNDARY LINE OF SECTION 8 AND THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8 AFORESAID, SOUTH OF THE INDIAN BOUNDARY LINE, LYING NORTH OF BUTTERFIELD ROAD (EXCEPT RIGHT OF WAY J. MINNESOTA AND NORTHWESTERN RAILROAD COMPANY AND AURORA, WHEATON AND CHICAGO RAILROAD) TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

M

"REFERENCES HEREIN TO A MONTHLY MORTGAGE INSURANCE PREMIUM ARE AMENDED OR PELETED BY THE ATTACHED MIDER TO THIS MURICAGE."

ASSUMPTION FROM ATTICHED HERETO AND MADE

15-08-118-033. 336 494 Avenue Bellwood 16 60104.

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TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said 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.

ILLINOIS FHA MORTGAGE MAR-1201 (8/86)

OFFICIAL COPY INC. 98996028 m., and duly recorded in Book 18 jo o,cjock County, Illinois, on the Filed for Record in the Recorder's Office of DOC' NO' PALATINE L9009 71 887 E WILMETTE ROAD MARGARETTEN & COMPANY INC This instrument was prepared by: Notary Public €8\6\€ eeniqx∃ nolesimm (ivi day GIVEN under m Notarial Seal this 6961 homestead. me this day in person and sold in the uses and purposes therein set orth, including the release and waiver of the right of se person whose name(s) is (a c) subscribed to the foregoing instrument, appeared before personally known to me COOK CORNILA MECCHAFIE 587 514 (0/81/20 0720 NUML by bill 00:45:11 (0/81/20 0720 NUML by FRANGCISCO HARO, AND MARTHA HARO, HIS MIFE I, the undersigned, a notary public, in and for the county and State aforesaid, Doctropy arcting start COUNTY OF STATE OF ILLINOIS Jewon108--Borrower

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

include the plural, the plural the singular, and the masculine gender shall include the feminine. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the feminine.

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#### AND SAID MORTGAGOR covenants and agrees:

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 ment 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 building 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 monies 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 a court lested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mor. go or further covenants and agrees as follows:

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

That, together with, and in addition to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagor will pay to the hortgagee, on the first day of each month until the said Note is fully paid, the following sums:

- 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, on a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, P. follows:
  - (1) If and so long as said Note of even dete 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 Dational 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 fremium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding but ince due on the Note computed without taking into account delinquencies or
- (b) 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, plis taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor d'vided 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
- 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:
  - 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;
  - ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - interest on the Note secured hereby; and
  - amortization of the 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 default under this mortgage. The Mort agee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arres, s. co cover the extra expense involved in handling delinquent payments.

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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 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 payment made by the Mortgagor under subsection (b) 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 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 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 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 (b) 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.

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cessor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor. IT IS EXPRESSLY ACREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any suc-

If Mortgagor shall pay said More at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the coverants and agreements herein, then this conveyance shall be null and void and Mortgagor hereby waives the benefits of all statutes or laws therefor by Mortgagor, execution or delivery of such release or satisfaction by Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

AND IN CASE OF PORECLOSURE 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 complete abstract of title for the purpose of such foreclosure; and in case of any other sult, or legal proceeding, and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other sult, or legal proceeding. Of the attorneys or solicitors of the Mortgagee, and all such expenses and charges its costs and the reasonable fees and charges of the Mortgagee shall be made a parry thereto by reason of this Mortgage, its costs and to proceeding, shall be a further lier and charges of the accelerations of the Mortgage, shall be a further lier and charges and conveyance, including a solicitors, and sugneticated the contract and conveyance, including advances of any such accounted interest on such advances at the rate set fort if the Mortgage with interest on such advances at the rate set fort if the Note accured hereby the from the time such advances are made; (3) all the accured interest con such advances at the rate set fort if the Note accured hereby charges and conveyance, including the note of the principal money remaining unpaid. The verplus of the proceeds of sale, if any, shall then the hortgage with interest on such advances at the rate set fort if the Note accured hereby seemed seemed seemed seemed see

Whenever the said Mortgage of a subsequent mortgage, the shove-described premises under an order of a court in which an action is pending to foreclose this Mortgage of a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good 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 virtual any period of redemption, as are approved by the court, collect and receive the rents, issues, and profits for the use of the reteinabove described; and employ other persons and expend its if the mortal any period of redemption, other persons and expend its if the mortal any period of redemption, other persons and expend its if the months as are reasonably necessary to carry out the the virtual any period of this paragraph.

AND IN THE EVENT that the who, or, said debt is declared to be due, the Mortgages shall have the right immediately to foreclose this Mortgage, and upon the filing of any bill to the purpose, the court in which such bill is filed may at any time thereafter, either before or all and without notice to the said Mortgage, and without notice to the said Mortgage or, any party claiming under said Mortgage in possession of the premises of such applications for a point rent of a receiver, or for an order to place Mortgage in possession of the premises of the person or persons liable for the payment of the equity or redemption, as a homestead, enter an order placing the Mortgages in possession of the premises or appoints a ceciver for the benefit of the house of the premises of the persons of said profits of the said premises of the persons of said profits of the said premises of 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 towerd the payment of the indebtedness, cost, taxes, insurance, and other items necessary for the profection and preservation of the property.

mediately due and payable. IN THE EVENT of def sult it making any monthly payment provided for herein and in the Mote secured hereby for a period of thirty (30) days after the due date thought or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become impediately days and navable

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 Mortgagee or the map, a it option, declare all sums secured hereby immediately due and payable. the National Hour ny Act within 60 days from the date hereof (written statement of any officer of the Department of the using and Urban Development dated subsequent to the 60 days' time from the date THE MORTGAGOR FURTHER AGREES that should this Mortgage and the Mote secured hereby not be eligible for insurance under

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 Mortgages and shell be paid forthwith to the Mortgages to the Mortgages and shall be paid forthwith to the Mortgages to be applied by it on account of the indebtedness secured hereby, whether or not.

transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and inferest of the Mortgagor on and to any insurance policies then in force shall pass to the purchaser or grantee. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals 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 Mortgagee, and the insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instance of to the Mortgage and the insurance proceeds, or any part thereof, may be applied by the Mortgage of to the reduction of Mortgage or other reduction of the insurance proceeds, or any part thereof, may be applied by the Mortgage to the reduction of the indebtedness hereby secured or to the restoration or repair of the propaged. In event of foreologue, of the Mortgage or other transfer of the Mortgage or other transfer of the Mortgage or other transfer of the magnetic of the magnetic of the Mortgage or other transfer of the mortgage.

not been made hereinbefore.

from time to time by the Mortgagee against loss by fire and other hazard, casualites 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 THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required

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

# STATE: 11LINOIS UNOFFICIAL, CEHP 1484 0771 703B

## "FHA MORTGAGE RIDER"

This rider to the Mortgage between FRANCISCO HARO, AND MARTHA HARO, HIS WIFE Margaretten & Company, Inc. dated FEBRUARY 10th , 19 87 is deemed to amend and supplement the Mortgage of same date as follows:

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 Mortgagee) 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
- 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 Icilowing items in the order set forth:
  - ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
  - interest on the note scured hereby, and
  - amortization of the principal of the said note.

Any deficiency in the amount of 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 le ault under this mortgage. The Mortgagee may collect a "late charge" acc 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 (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 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 preceding paragraph shall not be sufficient to pay ground tents, 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 acquired 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 Note.

Paragraph 5 of pg. 3 is added as follows: "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".

ancesed MORTGAGOR

FRANCISCO HARO

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LOAN#

131 484 0771 703B 6086 1023

## FHA MORTGAGE PREPAYMENT RIDER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

PHA#

131 484 0771 703B

LOAN#

6086 1023

## ASSUMPTION RIDER TO MORTGAGE

This Rider made this 10th day	of FEBRUARY	, 19 87 ,
modifies and amends that certain Mo Margaretten & Company, Inc., as Mor	rtgage of eve	en date herewith between
MARTHA HAPO. HIS WIFE		Mortgagors as follows:
THETHER IS A TILLY HALE		
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The mortgagee shall, with the prior Commissioner, or his designee, decl	approval of	the Federal Housing
to be immediately due and payable i	fall or a pa	ert of the property is
sold or otherwise cransferred (othe	r than by dev	ise, descent or operation
of law) by the mortgagor, pursuant	to a contract	of sale executed not
later than 24 months after the date	of the execu	tion of this mortgage or
not later than 24 months after the property subject to this mortgage,	date of a pri	or transfer of the
been approved in accordance with th	e requirement	s of the Commissioner.
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	MORTGAGOP.	MARTHA HARO
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MORTGAGOR