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

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required 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 tax lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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.

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 situated, upon the Mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

AND SAID MORTGAGOR covenants and agrees 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 hereinafter 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 Mortgagee does hereby expressly release and waive.

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.

THE HUD-92116M (5-80) RIDER ATTACHED HERETO AND EXECUTED OF EVEN DATE HERewith IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HERETO.

3219 N. FRONTAGE RD. SUITE 1909
ARLINGTON HTS., ILL. 60004
DMR FINANCIAL SERVICES, INC.
THIS DOCUMENT PREPARED BY: TRACY PROPERT, CK
COMMONLY KNOWN AS: 3449 N. BELT, CHICAGO, IL 60613

LOT 5 IN BLOCK 5 IN C.T. YEARS' SUBDIVISION OF BLOCKS 33, 34, 35, 36, 41, 42, 43, AND 44 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER THEREOF), IN COOK COUNTY, ILLINOIS, TAX I.D. #14-19-311-005, VOL. 482

NOW THEREFORE, the said Mortgagee, 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 presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situated, lying, and being in the county of COOK and the State of Illinois, to wit:

payable with interest at the rate of TEN per centum (10.00%) per annum on the unpaid balance until paid and made payable to the order of the Mortgagee at its office in DETROIT, MICHIGAN 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 EIGHT AND 29/100 Dollars (\$ 508.29) on the first day of MAY 1986 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 APRIL, 2016.

WITNESSETH: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY SEVEN THOUSAND NINE HUNDRED TWENTY AND NO/100 Dollars (\$ 57,920.00) ---

THIS INDENTURE Made this 17th day of MARCH 1986 between ANGELA ORTIZ, DIVORCED, NOT SINCE REMARRIED AND RAPHAEL ORTIZ, DIVORCED, NOT SINCE REMARRIED --- a corporation organized and existing under the laws of THE STATE OF MICHIGAN Mortgagee.

86105387 MORTGAGE
87155199
3110004649
THIS FORM IS USED IN CONNECTION WITH MORTGAGES INSURED UNDER THE NATIONAL HOUSING ACT

This mortgage is being re-recorded to acknowledge the mortgagors initials on the second page of this document.

87155199 86105387

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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 agreement herein stipulated, the Mortgagee shall, at the election of the Mortgagee, without notice, declare immediately due and payable.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof (written state- ment 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 60 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.

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 Mort- gator to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted- ness secured hereby; whether due or not.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in- cluding any buildings, structures, fixtures, and other improvements, in good repair and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made heretofore. 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the 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.

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 heretofore described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in- cluding any buildings, structures, fixtures, and other improvements, in good repair and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made heretofore. 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the 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.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may col- lect 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.

- (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 a said note of even date and this instrument are insured or are renewed under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to the 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
 - (11) If and so long as a 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 com- puted without taking into account delinquencies or prepayments;
- (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, 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 as- sessments will become delinquent, such sums to be held by 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:
 - (1) Prepaid charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charges (in lieu of mortgage insurance premium), as the case may be;
 - (11) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (111) Interest on the note secured hereby; and
 - (1V) Amortization of the principal of the said note.

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:

AND the said Mortgagor further covenants and agrees as follows:

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Notary Public

GIVEN under my hand and Notarial Seal this 17th day of March, A. D. 1986.

I, the undersigned, a notary public in and for the County and State of Illinois, do hereby certify that Angela Ortiz & Raphael Ortiz, both divorced and not his wife, personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

COUNTY OF Cook STATE OF ILLINOIS

ANGELA ORTIZ, DIVORCED, NOT SINCE REMARRIED, [SEAL]
RAPHAEL ORTIZ, DIVORCED, NOT SINCE REMARRIED, [SEAL]

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

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.
IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagor to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.
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 attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagor, if any, for the purpose authorized in 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 unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.
AND IN CASE 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 foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party hereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys, and solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien in 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 attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagor, if any, for the purpose authorized in 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 unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.
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 THE EVENT 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 Mortgagee, 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 debt 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 full statutory period of redemption 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.

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10/22/2000

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Mortgagee: ANGELA ORTIZ, DIVORCED, NOT SINCE REMARRIED

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3449 N. BELL, CHICAGO, IL 60613

TAX I.D. #14-19-311-005

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

Urban Development.

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

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

paragraph as a credit against the amount of principal then remaining unpaid under said note. balance then remaining in the funds accumulated under subsection (a) of the preceding commencement of such proceedings or at the time the property is otherwise acquired, the acquires the property otherwise after default, the Mortgagee shall apply, at any time of the mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee (a) of the preceding paragraph. If there shall be a default under any of the provisions of this Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the of the note secured hereby, full payment of the entire indebtedness represented thereby, the at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, taxes, assessments, or insurance premiums shall be due. If Mortgagee any amount necessary to make up the deficiency, on or before the date when may be) when the same shall become due and payable, then the Mortgagee shall pay to the sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case made by the Mortgagee under subsection (a) of the preceding paragraph shall not be loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be 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

handling delinquent payments.

more than fifteen (15) days in arrears, to cover the extra expense involved in "late charge" not to exceed four percent (4%) for each dollar (\$) for each payment constitute an event of default under this mortgage. The Mortgagee may collect a made good by the Mortgagee prior to the due date of the next such payment, unless Any deficiency in the amount of any such aggregate monthly payment shall, unless

- (i) ground rents, 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.

(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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (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

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

1. Page 2, the second covenant of the Mortgagee is amended to read:

Mortgagee as follows:

REMARKED AND REMARRIED ANGELA ORTIZ, DIVORCED, NOT SINCE REMARRIED, and DR FINANCIAL SERVICES, INC. Mortgagee, dated MARCH 17, 1986 revises said

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

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DEPT-01 RECORDING 414.00
141111 TRAN 4068 02/10/87 11:14:00
#300 # 1-86-105387

COOK COUNTY RECORDER
43751 # 0-57-153197
140003 TRAN 1587 03/24/87 10:49:00

DEPT-01 414.00

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