COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. 1211 W. 22nd STREET, SUITE 727 OAK BROOK, ILLINOIS 60521

200 To Service 10 0 1/5696 #

MORTGAGE

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

THIS INDENTURE, Made this

3rd

day of April

, 19 87 between

William J. Teska and Donna M. Teska, His Wife Coldwell Banker Residential Mortgage Services, Inc. Mortgagor, and

a corporation organized and existing under the laws of The State of California 872()3590 Mortgagee.

NOW, THEREFORE the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements 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

Lot 40 of Trumble's Subdivision of part of the Northwest 1/4 of Section 27, Township 37 North, Range 13, Fast of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 24-27-107-01 (1) (30)

Property Address: 12230 S. 44th Piece, Alsip, Illinois 60658

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 fintures 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 Mottagagor 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 firth, 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.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said promises, anything that may impoir 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 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 Mortgager 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 lax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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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, then the whole of axis principal sum remaining unpaid together with accrued inserent thereon, shall, at the election of the Mortgages, without notice, become immediately due and payable.

Housing and Urban Development dated subsequent to the 30 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 the Mortgage and the more may, at its option, declare all sums secured hereby immediately due and THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby holds be either state netting for the hereby written at the least hereby written at the secretary of the Secretary of the Secretary of the Secretary of the same of the same

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 Mortgagee to the Mortgagee to the Mortgagee and shall be paid forthwith to the Mortgagee 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

in force shall pass to the purchaser or grantee. 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 indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then 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 Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is herely authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor at a to the Mortgagee. All insurance shall be carried in companies approved by the Mortgagee and the policie; and renewals thereof as the held by the Mortgagee and have attached thereto loss payable clauses in tavor of any it form acceptable that the mortal payable clauses in tavor of any its form acceptable.

ly, when due, any premiums on such insurance provision for payment of which has not be in made hereinbefore. and contingencies in such amounts and for such periods as may be required by the Morriagee and will pay prompt-THAT HE WILL KEEP the improvements now existing or hereafter erected or the morigaged property, in-sured as may be required from time to time by the Morigagee against loss by lite and other hazards, casualties

of the premises hereinsbove described. essign to the Mortgegee all the rents, issues, and profits now due or which may bereater become due for the use VAL AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby

ceding paragraph. amount of such indepledness, credit to the account of 'ne mortgagor all payments made under the provisions of aubsection (a) of the preceding paragraph which the Mortgago 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 this mortgage resulting in a public sale of the premises covered here the funds accumulated the proceedings of at the funds accumulated under substituting in a public sale of the premises covered here. The time of the Mortgagee acquires the property of the proceedings of at the time of the property is otherwise actually have been remaining unpaid under substantial notes in the funds accumulated under substantial notes and shall property adjust any payments which shall have been rade under subsection (a) of the presenting paragraph. hereby, full payment of the entire indebtedness reperented 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 If at any time the Mortgagor shall tender to the Mortgagie, in accordance with the provisions of the note secured and payable, then the Mortgagot shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground it nic, taxes, assessments, or insurance premiums shall be due. tents, taxes, and assessments, or insurance perfums, as the case may be, when the same shall become due subsequent payments to be made by the fort segot, 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 the amount of the payments actually hands 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

If the total of the payments made by the Mortgagor under subsection (p) of the preceding paragraph shall exceed Any deliciency in the anough of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the mortgagor. The Mortgagor may collist (\$1) for each payment more than filtern (15) days in "late charge" not to each cente extra exp.ns. involved in handling delinquent payments.

To cover the extra exp.ns. involved in handling delinquent payments.

(c) All pay, men, a mentioned in the two preceding subsections of this paragraph and all payments to be made under the note set sure, a directly shall be added together and the aggregate amount thereof shall be paid by the Mortgages to the following tiens in the order set forth:

(I) promit a directly shall be applied by the Mortgages to the following tiens in the order set forth:

(II) promit a lianguage under the contract of insurance with the Secretary of Housing and Urban Development, or on mortgages understance premium), as the case may be;

(II) ground 'ents it any, taxes, special essessments, tire, and other hazard insurance premiums;

(III) interest on the note secured hereby, and

(IV) amortizable of the principal of the said note.

A sum equal to the ground rents, if any, next due, plus the twith will next become due and payable on policies of tire and other hazard insurance covering the mortgaged property, plus taxes and essessments next become due and payable on the mortgaged property (all as extimated by the Mortgaged property, premiums, taxes and assumber of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assuments set of all payable of special assessments; and assuments as a special assessments; and mortgaged in trust to pay said ground rents, premiums, taxes, and a special assessments; and

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument authorient to provide the holder hereof with funds to pay the next mortgage insurance premium if they are faid by the Secretary of flousing and Urban Aevelopment, as follows;

(i) if and so long as said note of even date end this instrument are insured or are retrawad under the provisional privation is the heritant of the bolder one (1) month private is the date the annual mortgage insurance premium, in order to provide such holder one (1) month pay such premium to the Secretary of Housing and Urban Development pursuant to the holder with funds to as amended, and applicable Regulations thereunder, or

[11] if and so long as said note of even date and this instrument are held by the Secretary of Housing Act, (11) if and so long as said note of even date and this instrument are held by the Secretary of Housing Act, (11) if and so long as said note of even date and this instrument are held by the Secretary of Housing Act, and this instrument are held by the Secretary of Housing Companies and Urban and it is average outstanding balance due on the note companies.

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

the said note is fully paid, the following sums: 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 Mortgager, on the first day of each month until

XXXX ... БИРИТУРИНЕН БИРИТУКИН ТИВИТИТУРИНИТУРИНИТУРИНИТИТИТУРИНИТИТУРИНИТИТИТУРИНИТУРИНИТИТИТУРИНИТИТИТУРИНИТИТУРИНИТИТУРИНИТУР

AND the said Mortgagor further covenants and agrees as follows:

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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 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 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 a'no for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such oreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party their 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 indebtains 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 attrineys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and maintain of title; (2) all the moners advanced by the Mortgagee, 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 overplus of the proceeds of sale, if any, shall then be paid to the for gagor.

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 agreement, herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand 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 shall 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.

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

William J. Teska	_		onna M. Teska	
	[SE	EAL]		
STATE OF ILLINOIS				<u> </u>
COUNTY OF COOK		5.5:		//×
COUNTY OF Cook				10
 The Undersignatoresaid, Do Hereby Cent. 		. Teska	a notary public, in	and for the courty and Ste
and Donna M. Teska		, h	is wife, personally	known to me to be the sam
person whose names are person and acknowledged the free and voluntary act for the of homestead.	at they signed,	sealed, and	delivered the said i	peared before me this day instrument as their lease and waiver of the rigi
GIVEN under my hand a	nd Notarial Seal this	3rd	day April	, a. d. 1987
My Commission Exp	ires: 1/15/1990	Vu	ia a. Welk	U2502U
ينافع المعامر والمعارض المعارض			Vera A. Wi	Ikerson Notary Public
DOC NO.	Filed for Record in th	e Recorder'	s Office of	
	County, Illinois,	on the	day of	A.D. 19
at o'clock	m., and duly red	orded in Bo	ok of	Page

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Property of Cook County Clerk's Office

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UNOFFICIAL CER PRO-1 131:4955588-703 Number: 9649005212-20

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

This rider attached to and made part of the Mortgage between William J.
Teska and Donna M. Teska, His Wife , Mortgagor, and Coldwell
Banker Residential Mortgage Services, Inc., A California Corporation
Mortgagee, dated April 3, 1987 revises said Mortgage as follows:

1. Page 2, the second convenant 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 preaiums 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 mortgage 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 late when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set forth:
 - ground rents, if any taxes, special assessments, fire, and other hazird 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 such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) 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, it the option of the Mortgagor, shall be credited on subsequent payments or by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, 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 indebtadness 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 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 Mortgages acquires the property otherwise after default, the Mortgages

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shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said

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

> This option may not be exercised by the Mortgages 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 Sthe o.
>
> Cook County Clark's Office Housing and Urban Development.

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

ILLINOIS
FHA MORTGAGE RIDER
The Rider dated the 3rd day of April , 19 87 , amends the Mortgage of even date by and between William J. Teska and Donna M. Teska, His Wife
the Mortgagor, and Coldwell Banker Residential Mortgage Services, Inc. the Mortgagee, as follows:
 In the first unnumbered paragraph, page 2, the sentence which reads as follows is deleted:
"That privilege is reserved to pay the debt in whole, or in an amount equal to 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."
 In the (i) st unnumbered paragraph, page 2, is amended by the addicton of the following: "Prvilege is reserved to pay the debt, in whole or in part, on any installment due date."
IN WITNESS WHEREOF, William J. Teska and Donna M. Teska, His Wife has have set his/her/their hand(s) and seal the
day and year first aforesaid. William Tento (SEAL)

State of Illinois,
I, The Undersigned a Notary Public in and for said
county and state, do hereby certify that . William J. Teska.and.Donna.w. Teska, His Wife
whose name(s) are subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that the X signed and delivered the said
instrument as . their free and voluntary act, for the uses and purposes
therein set forth.
Given under my hand and official seal, this .3rd .Day .of. April, 19 87

RIDER TO THE SECURITY INSTRUMENT (FHA Due-On-Sale)

This RIDER is made this 3rd day of April , 1987 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the Security Instrument) of the same date given by the undersigned (the Borrower) to secure Sorrower's Note to COLDWELL DANKER RESIDENTIAL MORTGAGE SERVICES, INC. (the Lender; of the same date and covering the Property described in the Security Instrument and located at:

12230 S. 44th Place. Alsip, Illinois 60658 (Property Address)

The Lender, with the prior approval of the Federal Housing Commissioner, or his designee, shall declare all sums secured by this Security Instrument to be 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 Borrower, pursuant to a contract of sale executed not later than (24) twenty four months after the date of execution of this Security Instrument or not later than (24) twenty four months after the date of a prior transfer of the property subject to this Security Instrument, to a purchaser whose credit his not been approved in accordance with the requirements of the Commissioner.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this RIDER.

BORROWER William J. Teska

BORROWER Donna M. Teska

BORROWER

BORROWER

T#1111 TRAN 9434 64/16/87 14:22:00 #1884 # A * BT 2035 PO COOK COUNTY RECORDER