## UNOFF COPA 12 907 3 - \$16.00

## **MORTGAGE**

This form is used in connection with moregages insured under the one to four family provisions of the feations. Housing Act

### SET ATTACHED ADDENDUM

THE RIDER TO STATE OF ILLINOIS FHA MORIGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREHITH 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 HEREOF.

THE CONDOMINIUM RIDER ATTACHED HERETO AND EXELUTED OF EVEN DATE HERENITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHOTL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

TOGETHER with all and singular the tenements, hereditaments and any orienances 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, other in power, and all plumbing and other fixtures to, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, trice, and interest of the said Work, gagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and lixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set for a free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Burn's 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 premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, not no suffer any lien of mechanics men or material men to attach to said premises, to may to the Morrgagee, 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, rown, village, or city in which the said land is situate, upon the Morrgager 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 Morrgagee in such forms of insurance, and in such amounts, as may be required by the Morrgagee.

In case of the refusal or neglect of the Morigagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments or said premises, or to keep said premises in good repair, the Morigagee may pay such taxes, assessments, and insurince premiums, when due, and may make such repairs to the property herein morigaged as in its discretion of may deem necessary for the proper present attor thereof and any moneys so paid or expended shall become so much additional indebtorness, secured by this morigage, to be paid out of proceeds of the sale of the morigaged premises, if not otherwise paid by the Morigagor

It is expressly provided, however fall other provisions of this mortgage to the contrary notwithstandingly that the Mirigages shall not be required not shall it have the right to put, its harde or termine and tax mounts ment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated there is a long is the Miritagor shall, in good faith, contest the same or the validity thereof by any normal legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to sariefy the same.

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AND the said Mortgagor further covenants and agrees as follows

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\*Privilege is reserved to pay the debt, in whole or in part, on any installment due date.

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

An amount sufficient to privide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereof wise insurance, in a monthly charge (in lieu of a mortgage insurance premium if they are held by the Secretary of Housing and Urban Development, as follows.

(I' If and so long as said mote 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 fue date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary. I triusing and Urban Development pursuant to the National Housing. Act, 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 and Urban Development, a morthly charge in lieu of a mortgage insurance premium, which shall be in an amount equal to one-twelfth (1, 12) of one-half v1,2 per centum of the sverage outstanding balance due on the note computed without taking into account delinquencies or prepayments.

A sum equal to the ground tents, if any, next due, plus the premiums that will next become due and navable on

pured manager exting into account desinquencies or preparments.

A sum equal to the ground rents, if any, nextidue, 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 officeral assessments, and

taxe, and special assessments, and

c: All payments is entioned in the two preceding subsections of this paragraph and all payments to be made under the note securous errors shall be added together and the aggregate amount thereof shall be paid by the Mortgager each month in a fingle payment to be upplied by the Mortgager to the following items in the order set forth.

(I) premium of ariges under the contract of insurance with the Secretary of Housing and Urban Development, is monthly coallectin lieu of mortgage insurance premiums, as the case may be.

(II) ground rents, if may, taxes, special assessments, fire, and other hazard insurance premiums.

(IV) amortization of the minospal 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 plyment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to except four cents (4 c. 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 fortgagor under subsection book 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. (the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagy () or refunded to the Mortgagor. If however, the monthly payments made by the Mortgagor under subsection (5) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance precipiums, as the case may be, when the same shall become due and payable, then the Mongagor shall pay to the Mongagor 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 Mortgagor 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 such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection 37 of the preceding paragraph. If there shall be a default under any of the provisions of this morrgage 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 to 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 might 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 Mortgagee all the rents, issues, and profits now due or which may herewiter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the moltgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgage and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been rade hereinhetere

All insurance shall be carried in companies approved by the Mortgagee and the policies and telewais thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in fire 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 Mortgagor, 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 Mortgagor countly, 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 event of foreclosure of this morigage 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

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for 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 Mortgagor 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.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within Salvas from the date hereof (written statement 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 Secretary of time from the date of this 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

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby 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 said principal sum remaining unpaid together with accided in-

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#### **ADDENDUM**

UNIT NUMBER 606 IN THE WASHINGTON SQUARE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 AND 2 IN FREDERICK SCHWASS ACGUEDIA INTUN OF PART OF THE NORTH 1/2 OF GLOCK 30 IN THE SLEDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERICIAN, IN THE VILLAGE OF FOREST PARK IN COCK COUNTY. ILLINGIS APICH SURVEY IS ATTACHED AS EXHIBIT "5" TO THE BECLARATION OF CONDOMINION RECORDED AS DOCUMENT NUMBER 25558474 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINGIS.

F.I.N. 15-12-430-035-(0)6

7449 Washington Street, Urit 606, Forest Park, Illinois

AND IN THE EVENT that the whole of said dect is declared to before, the Microgage shalf 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 Mortgager 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 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 thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or so icitors 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 title tedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL OF INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pilsuance 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 Mortgagee, if any, for the purpose authorized in the notingage 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 Mirtgagor

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements berein, 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 in 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 arisigns 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 circl written. [SEAL] MARGIE REE THREADGIL STATE OF ILLINOIS COUNTY OF I, THE UNDERSIGNED---- , a notary public, in and for the county and State eforesaid. Do Hereby Certify That MARGIE REE THREADGILL, LIVERUED NOT SINCE REMODILE -and ----- this wife, personally known to me to be the same subscribed to the foregoing instrument, appeared before me this day in person whose name SHE signed, sealed, and delivered the said instrument as person and acknowledged that HER free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. 1515 ary Deely GIVEN under my hand and Notarial Seal this 'OFFICIAL SEAL" **Hilary Dexter** Notary Public, State of Illinois Why Commission Expires A 124 Po decord in the Recorder's Office of County, Illinois, on the day of A.D. 19 at o'clock m., and duly recorded in Book of Page

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CASE# 131: 493 9932 734

## FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

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

Mygue Rie Herabaill	April 15, 1987
Borrower MARGIE RIE MIREADGILL	Date
Borrower	Date
Borrower	Date
Borrower	Date
State of	
State ofCounty of	ss.
, the undersigned, a notary public in and for the said C hat	
personnally known to me to be the same personwho	ged that he signed, sealed and delivered the
aid instrument as $== \frac{\text{HER}}{\text{HER}}$ free and volunt Given under my hand and official seal, this $= \frac{15}{100}$ da	2 1
"OFFICIAL SEAL" Hilary Dexter Notary Public, State of Illinois My Commission Expires 9:24,90	Notary Public  9-24-90
My Commence	Commission Expires

TAN TO

This instrument was prepared by Midwest Funding Corporation 1020 31st Street, Suite 401, Downers Grove, Illinois 60515

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### PHA CONDOMINIUM RIDER TO MORTGAGE

A1590

MFC LOAN NUMBER:

FHA LOAN NU	MBER:131	: 493 9932 734	
MORTGAGOR:	MARGIE REE THRE	AOGILL	
			· ·
PROPERTY: _	7449 WASHINGTON	gr. #506	
	POREST PARE, IL	LI:DIS 60130	
UNIT NUMBER:			<del></del>
6			
"The morte (g)r furth the common expenses of Owners as provide condominium."	or assessment d in the inst	s and charges by ruments establish	the Association ling the
"The Regulatory Agro and attached to the Enabling Declaration	Plan of Apart ) recorded on	i by the Association (N	ion of Owners Master Deed of in
the Land Records of County Of	Th2	(DATE) , State of	HLUDIS
is incorporated in a Upon default under to Owners or by the more	he Regul/cory	of this mortgage Agreement by the or) and upon requ	: Association of
Federal Housing Comm declare this mortgag the whole of the ind payable."	issioner, the c (doed of tru	Mortgagee, at it ist) in default a	s option may nd may declare
"As used herein, the	maka langgara	<b>Y</b>	
assessments and char- ispecial assessments districts or other p	ges by the Ass ' by state or	octation of Cwne	rs, shall mean al agencies.
"If this mortgage and National Housing Act under and in effect (duties and liabilitic of this or other insumortgage and note who National Housing Act	, such Section on the date he as of the part truments executed are income	and Regulations reof shall gover les hereto, and ted in connection is the said stant with end	issued there- n the rights, hay provision n with this
thereto."			Co
Marrie Rea H	ralçill		
THREADGILL	Í	MORTGAGOR	
MORTGAGOR	<del></del>	MORTGAGOR	
DATE: April 15, 1987	<del></del>	DATE:	S:3149
			<u> </u>

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Property of Cook County Clerk's Office