131-4899675-703

## INOFFICIAL COF

his forms us in connection with mortgages insured under the one- to four-family provisions of the National-Housing Act.

#### MORTGAGE

day of April, 1987 THIS INDENTURE, Made this . between ERNEST TENTON, MARKED AND RUTH I TENTON, 87230484 , Mortgagor, and MARGARETTEN & COMPANY, INC. a corporation organized and existing under the laws of the State of New Jersey and authorized to do business in the state of Illinois, Mortgagee. WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain Promissory Note bearing even date herewith, in the principal sum of Seventy- Tab Thousand, Six Hundred Sixty Dollars (\$ 72,660.00 ) payable with interest at the and 00/100 ) payable with interest at the rate of Nine Per Centum `9`. %) per annum on the unpaid balance until paid, and made payable to the order per centum ( of the Mortgagee at its office 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 Eighty- Four and 91/100 Five Hundred Eighty- Four and 91/100 584.91 June 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 est, if not sooner paid, shall be due and payable on the first day of NOW, THEREFORE, the said Mortgagor, for the petter 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 assign, the following described Real Estate situate, lying, and being in the 🔾 county of COOK

AND THE STATE OF THE SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17, AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, ALL IN TOWNSHIP 35 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, IL PERMANENT TAX NO. 31-17-215-046 DEC.

> SEPT-01 RECORDING 14444 TRAN 1255 04/30/87 09:58:00 CAUK COUNTY RECORDER

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the renti 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.

504/8

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)

5620 FERNWOOD CT MATTESON ILLINOIS

\$16.00 MAIL

STATE OF ILLINOIS HUD-92116M (5-80)

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THE COVENANTS HEREIN CONTAINED shall bind, and the penetits and advantages shall inure, to the respective

#### 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 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 situate, upon the Morigagor 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 Morigagee 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 1. 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 leval proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so run sted and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgr.gor further covenants and agrees as follows:

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

That, together with, and in a calt on to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagor will pay to me wortgagee, 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, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary. of Housing and Urban Developmer t, as follows;

(I) If and so long as said Note of ever date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to ac umulate 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 National 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 insura ace promium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding bal mee due on the Note computed without taking into account delinquencies or prepayments;
- 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, piv. ti xes 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 assessmint 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 Yousing 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 insulance premiums; interest on the Note secured hereby; and

(II) (III)

amortization of the principal of the said Note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless maile good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgage may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in trea s, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall secred the amount of the ayments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the ase 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 Mor great, 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 Mortgagoe 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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essor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor. IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any succepting the Mortgages to any successing the Mortgages of the Mortgag  $\alpha$ which require the earlier execution or delivery of such release or satisfaction by Mortgages.

Mortgagor, shall pay said More at the time and in the manner aforesaid and shall abide, by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and Wortgagor Mortgagor, waives the benefits of all statutes or lays. Mortgagor, execute a release or satisfaction of this Mortgagor, hereby waives the benefits of all statutes or lays.

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; (I) All the costs of such suli; or sults, advertising, sale, and conveyance, incl. du g actorneys', solicitors', and stenographers' fees; outlays for documentary evidence and cost of sale abstract and examination of title; (2) all the countenance are made; (3) all the accured interest on such advances at the rate set for h', i the Note secured hereby, from the purpose authorized in the Mortgage in an auch advances at the rate set for h', i the Note secured hereby, from the sale prince are made; (4) all the said prince of the proceeds of sale, if any, shall then be paid to the Mortgago.

of the strongys or solicitors of the Mortgagee, so made parties, for services in such suit or procedings, shall be a further lien and charge; and premises under this Mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree forcelosing this Mortgage. wherein the Mortsages shall be made a party thereto by reason of this Mortgage, its costs and a penses, and the reasonable fees and charges AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgages in a ny court of law or equity, a reasonable sum shall be also for the solicitor is seen as a seen outlays for documentary for the solicitor is case of any other suit or legal proceeding.

provisions of this paragraph the premises hereinabove described; and employ other persons and expend its it, and amounts as are reasonably necessary to carry out the dither within or beyond any period of redemption, as are approved by the cov. . . . . . . . . . . . . . . . . . is pending to foreclose this Mortgage sing to prace and assessment as an analysis of the said premises; in its discretion, may; keep the said premises in good repair pay for and maintain such insurance in such amounts as seen required by the Mortgages; lease the said premises to the Mortgager or others upon such terms and conditions, amounts as seen required by the Mortgages; lease the said premise so the Mortgager or others upon such terms and conditions, and maintain such terms and conditions. Whenever the said Mortgagee shall be placed in possession of the relove-described premises under an order of a court in which an action

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(30) days after the due date the ...of, or in case of a breach of any other covenant or agreement herein supulated, then the whole of said principal and particles and particles without notice, become immedially due and payable. IN THE EVENT of def uit it making any monthly payment provided for herein and in the Note secured hereby for a period of thirty

the National Housi to Art within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development dated subsequent to the 60 days' time from the date of this Mortgage, declinary, to insure said Note and this Mortgage, or the holder of the Note and payable, THE MORICACOR FURTHER AGREES that should this Mortgage and the More 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 Mortgages and shall be paid forthwith to the Mortgages for the Mortgages and shall be paid forthwith to the Mortgages to the Mortgages and shall be paid forthwith to the Mortgages to the Mortgages and shall be paid forthwith to the Mortgages in the Mortgages and shall be paid forthwith to the Mortgages and shall be paid forthwith the Mortgages and shall be paid for the

the indebted ness hereby secured or to the restoration or repair of the property damaged. In 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. Mortegee Jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of minedistantic by mail to the Morreages, who may make proof of loss if not made promptly by Morragor, and each insurance company CE SINGUENCE SITE OF CERTICAL IN COMPANIES ADVICED BIND IN TOTH RECEPTABLE TO THE MOTTERSEE. In event of lots Morteger will give

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from draw to time by the Mortgagee against loss by fire and other hazard, casualties and contingencies in such amounts and for payment of which has an insurance provision for payment of which has not been made her citbefore. THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereinsboye described.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereinsboye described.

#### RIDER TO MORTGAGE/DEED OF TRUST

THIS RID	ER MADE	THIS	9th	DAY	0F	APRIL		. 19 87.	
MODIFIES	AND AME	ENDS THA	AT CERTAIN	MORTGAGE	'DEED	OF TRUST	OF EVEN	, 19 <u>87,</u> DATE HEREWI	TH
BETWEEN	ERNEST	TENTON	AND RUTH	I TENTON,	HIS	WIFE			
	, AS MOR	RTGAGOR	, AND MARGA	RETTEN &	CO.,	INC, AS	MORTGAGE	E AS FOLLOWS	:

THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING COMMISSIONER OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE/DEED OF TRUST 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 DAME OF EXECUTION OF THIS MORTGAGE OR NOT LATER THAN 24 MONTHS AFTER THE DATE OF A PRIOR TRANSFER OF THE PROPERTY SUBJECT TO THIS MORTGAGE/DEED OF TRUST, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER. 004 Co

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This Rider to the Mortgage between \_\_\_\_ERNEST\_

ERNEST TENTON AND RUTH I TENTON, HIS WIFE

and MARGARETTEN & COMPANY, INC. dated \_\_\_ APRIL

19 87 is deemed to amend and supplement the Mortgage of same date as follows:
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 men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fullypaid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that 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 Mongagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

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

AND the said Mortgagor Outher 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 Mortgago will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- A sum equal to the ground rents, if any, next due, plus the premiunt that, will next become due and payable on policies of fire and other nazard insurance covering the mortgaged prop iv., plus taxes and assessments next due on the mortgaged property tail as estimated by the Mortgagee) less all sum 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 nay 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 for at

ground rents, if any, taxes, special assessments, tire, 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 Merigagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mor gave may collect a "late charge" not to exceed four cents (4) for each dollar (51) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handing counquent payments.

If the total of the payments made by the Mortgagor under subsection (&Xof 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 (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 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 crean 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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