

*[Handwritten signature]*  
SETTLEMENT AGENT  
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

87230853

*[Handwritten signature]*  
Bentlo Herrera  
Robert Joseph Mukite

MARGARITA MARCHAN MUKITE "SIGNING NOT AS A CO-TRUSTEE'S PURPOSE OF WAITING ANY AND ALL HOMESTEAD RIGHTS"  
AS A CO-MORTGAGOR BUT SOLELY FOR THE SIGNATURE PURPOSE OF WAITING ANY AND ALL HOMESTEAD RIGHTS"  
MORTGAGOR OR RIGHTS"  
MORTGAGOR BUT SOLELY FOR THE SIGNATURE PURPOSE OF WAITING ANY AND ALL HOMESTEAD RIGHTS"  
MORTGAGOR OR RIGHTS"

FIRST AFORESAID.

Bentlo Herrera Married To Eliazar Herrera  
HAS SET HIS HAND AND SEAL THE DAY AND YEAR  
IN WITNESS WHEREOF, Robert Joseph Mukite Married To Margarita Marchan Mukite

"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE."

2. THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, IS AMENDED BY THE ADDITION OF THE FOLLOWING:

1. IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE SENTENCE WHICH READS AS FOLLOWS IS DELETED: THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE OR 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.

THE MORTGAGOR, AS FOLLOWS:

AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC., Robert Joseph Mukite Married To Margarita Marchan Mukite THE MORTGAGEE; AND Bentlo Herrera Married To Eliazar Herrera

THIS RIDER, DATED THE 29th DAY OF April, 19 87,

FHA MORTGAGE PREPAYMENT RIDER

FHA# 131-4942416-703B  
LOAN# 6040-0027

8 7 2 3 0 8 5 3

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Property of Cook County Clerk's Office



"FHA MORTGAGE RIDER"

Robert Joseph Mukite Married To Margarita Marchan Mukite
This rider to the Mortgage between Benito Herrera Married To Eliazar Herrera and
Margaretten & Company, Inc. dated April 29, 1987 is deemed to
amend and supplement the Mortgage of same date as follows:

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums
that will next become due and payable on policies of fire and other
hazard insurance covering the mortgaged property, plus taxes and
assessments next due on the mortgaged property (all as estimated by
the Mortgagee) less all sums already paid therefor divided by the
number of months to elapse before one month prior to the date when
such ground rents, premiums, taxes and assessments will become delin-
quent, 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 para-
graph 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:
I. ground rents, if any, taxes, special assessments, fire and other
hazard insurance premiums.
II. interest on the note secured hereby, and
III. amortization of the principal of the said note.

Any deficiency in the amount of such aggregate monthly payment shall,
unless made good by the mortgagor prior to the due date of the next
such payment, constitute an event of 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 pre-
ceding paragraph shall exceed the amount of the payments actually made by the Mort-
gagee for ground rents, taxes, and assessments, or insurance premiums, as the case
may be, such excess, if the loan is current, at the option of the mortgagor, shall
be credited on subsequent payments to be made by the Mortgagor, or refunded to the
Mortgagor. If, however, the monthly payments made by the mortgagor under subsection
(a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes,
and assessments, or insurance premiums, as the case may be, when the same shall be-
come due and payable, then the Mortgagor shall pay to the mortgagee any amount
necessary to make up the deficiency, on or before the date when payment of such
ground rents, taxes, assessments, or insurance premiums shall be due. If at any
time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions
of the note secured hereby, full payment of the entire indebtedness represented
thereby, the mortgagee shall, in computing the amount of such indebtedness, credit
to the account of the Mortgagor, any balance remaining in the funds accumulated
under the provisions of subsection (a) of the preceding paragraph. If there shall
be a default under any of the provisions of this mortgage resulting in a public sale
of the premises covered hereby, or if the mortgagee acquired the property otherwise
after default, the Mortgagee shall apply, at the time of the commencement of such
proceedings or at the time the property is otherwise acquired, the balance then re-
maining in the funds accumulated under subsection (a) of the preceding paragraph as
a credit against the amount of principal then remaining unpaid under said Note.

Paragraph 5 of pg. 3 is added as follows: "This option may not be exercised by the
Mortgagee when the ineligibility for insurance under the National Housing Act is due
to the Mortgagee's failure to remit the mortgage insurance premium to the Department
of Housing and Urban Development".

Margarita Marchan Mukite
Margarita Marchan Mukite "Signing Not As A
Co-Mortgagor But Solely For The Purpose Of
Waiving Any And All Homestead And Marital Rights"
Robert Joseph Mukite
MORTGAGOR Mukite

Eliazar Herrera
Eliazar Herrera "Signing Not As A Co-Mortg
agor But Solely For The Purpose Of Waiving
Any And All Homestead And Marital Rights"
Benito Herrera
MORTGAGOR
Benito Herrera

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# UNOFFICIAL COPY

STATE OF ILLINOIS

OFFICE OF THE CLERK

IN SENATE, January 10, 1967.  
REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF PUBLIC SAFETY  
ON THE PROGRESS OF THE DEPARTMENT DURING THE YEAR 1966.  
The Department of Public Safety has the honor to submit to the Senate the following report on the progress of the Department during the year 1966.

The Department of Public Safety has the honor to submit to the Senate the following report on the progress of the Department during the year 1966. The Department has been successful in carrying out its duties and in maintaining the highest standards of efficiency and economy. The Department has also been successful in carrying out its duties and in maintaining the highest standards of efficiency and economy.

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*James H. Hoff*

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REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF PUBLIC SAFETY ON THE PROGRESS OF THE DEPARTMENT DURING THE YEAR 1966.

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DEPT-01 RECORDING  
T#1111 TRAN 3250 04/30/87 10:56:10  
#7756 #A \*87-230853  
COOK COUNTY RECORDER

MORTGAGOR Benito Herrera

MORTGAGOR Robert Joseph Mukite

MORTGAGOR Eliazar Herrera "Signing Not as A Co-Mortgagor For The Purpose Of Having Any And All Homestead And Marital Rights"

MORTGAGOR Margarita Marchan Mukite "Signing Not as A Co-Mortgagor Buy Solely For The Purpose Of Having Any And All Homestead And Marital Rights"

87230853

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 the execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

This Rider made this 29th day of April, 19 87, modifies and amends that certain Mortgage of even date herewith between Margariten & Company, Inc., as Mortgagee, and Margarita Marchan Mukite and Benito Herrera Married To Eliazar Herrera as Mortgagors as follows:

ASSUMPTION RIDER TO MORTGAGE

FHA# 131-4942416-703B  
LOAN# 6040-0027

0 7 2 3 0 8 5 3

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COOK COUNTY CLERK'S OFFICE  
110 N. WASHINGTON ST. CHICAGO, ILL. 60602  
TELEPHONE 312-463-1000

20080823

Property of Cook County Clerk's Office

03/20/2008

COOK COUNTY CLERK'S OFFICE  
110 N. WASHINGTON ST. CHICAGO, ILL. 60602  
TELEPHONE 312-463-1000

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110 N. WASHINGTON ST. CHICAGO, ILL. 60602  
TELEPHONE 312-463-1000

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6040002-2  
131-4942416-7038

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

## MORTGAGE

87230853

THIS INDENTURE, Made this 29th day of April, 1987, between  
TO MARGARITA MARCHAN MUKITE  
ROBERT JOSEPH MUKITE, MARRIED AND BENITO HERRERA, MARRIED TO ELIZAR HERRERA

MARGARETTEN & COMPANY, INC.,  
Mortgagor, and

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 Eighty- Three Thousand, Forty and 00/100 Dollars (\$ 83,040.00 ) payable with interest at the rate of Ten Per Centum ( 10 % ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Iselin, New Jersey 08830

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 Seven Hundred Twenty- Nine and 09/100 Dollars (\$ 729.09 ) on the first day of 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 May, 2017.

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 Illinois, to wit:  
LOT 18 IN BLOCK 4 IN J.E. WHITE'S RESUBDIVISION OF J.E. WHITE'S ADDISON GARDENS BEING A SUBDIVISION OF LOT A IN PARTITION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

"REFERENCES HEREIN TO A MONTHLY MORTGAGE INSURANCE PREMIUM ARE AMENDED OR DELETED BY THE ATTACHED RIDER TO THIS MORTGAGE."

ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF

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

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

13-21-E-E-0  
554 W. Newport  
Chicago, IL  
60641  
87230853

450281  
189054  
287

MARGARETTEN & COMPANY, INC.

MAIL TO:

DOC. NO. Filed for Record in the Recorder's Office of County, Illinois, on the day of m., and duly recorded in Book of Page

887 E WILMETTE ROAD PALATINE IL 60067

MARGARETTEN & COMPANY, INC. This instrument was prepared by:

Notary Public signature and date: April 1987



GIVEN under my hand and Notarial Seal this day of April 1987. Personally known to me to be the same person whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instrument as (his, hers, their) free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That ROBERT JOSEPH MUKITE, AND MARGARITA MARCHAN MUKITE, HIS WIFE AND BENITO HERRERA AND ELIZAR HERRERA, HIS WIFE

STATE OF ILLINOIS COUNTY OF COOK

SS:

ALL HOMESTEAD AND MARITAL RIGHTS. CO-MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF WAIVING ANY AND ELIZAR HERRERA, SIGNING NOT AS A -Borrower MARGARITA MARCHAN MUKITE, SIGNING NOT AS A -Borrower NOT AS A CO-MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF WAIVING ANY AND MUKITE, SIGNING NOT AS A -Borrower BENITO HERRERA -Borrower ROBERT JOSEPH MUKITE -Borrower

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.

8723053







# UNOFFICIAL COPY

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 hereinabove described.

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

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 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 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 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.

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 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 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 60 days 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 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.

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 accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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, cost, 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 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 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 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 monies 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 Mortgagor.

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 herein, then this conveyance shall be null and void and Mortgagee will, within (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.

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