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

MORTGAGE

THIS INDENTURE, Made this

16th

April 7, 1987

JOHN J SMITH, AND JEAN M'SMITH, HIS WIFE MATTHEW & MALLERS, AND JOAN C MALLERS, HIS WIFE

, Morigagor, and

MARGARETTEN & COMPANY, INC.

a corporation organized and existing under the laws of the State of New Jersey do business in the state of Illinois, Mortgagee.

and authorized to

and the Indonesian was as the six WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain Promissory Note bearing even days herewith, in the principal sum of

Ninety- Tirse Thousand, Fifty- Six and 00/100

Dollars (\$ 93 056 00) payable with interest at the rate of Nine Per Centum

per centum (

%) per annum on the unpaid balance until paid, and made payable to the order

of the Mortgagee at its of ice

in Parth Amboy, Now Jensey 08862

or at such other place as the holder ray designate in writing, and delivered; the said principal and interest being payable in monthly installments of

monthly installments of Seven Hundred Forty - Nine and 10/100 Dollars (\$ 749.10) on the first day of , June 1, 1987 թ. թա the first day of each and every month thereafter un il 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; Carellet

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 her ements 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 and the State of Illinois, to with the appropriate county of And COOK See

LOT FOUR (4) IN BLOCK SEVEN (7) IN SCUTH ADDITION TO HARLEM, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 15-13-430-019 4 80 M. COMMONLY KNOWN AS: 1113 S. Elgin, Forest Park IL HEIEIN TO A MONTHLY MORTGAGE "REFERENCES HEIEIN ARE AMENDED OR DELETED INSURANCE PREMIUM ARE AMENDED OR DELETED INSURANCE PREMIUM ARE MORTGAGE." INSURANCE PREMIORIDER TO THIS MORTGAGE."

MAILTO BOX 283

ASSUMPTION RIDER ATTACHED MENETO AND MADE

LA PART HEREOF

COOK COUNTY, ILL INDEPNYMENT RIDER ATTACHED, HEREOF FILED FOR RECORD AND MADE A PART HEREOF

1987 MAY -6 AM 11: 15

87241852

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and flatures 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 walve.

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286 Mary Control of the control of t	HY CONMISSION EXPIRES 3/16 TO THE OF ILL SEAL STATE OF ILL STATE OF IL
is (17e) subscribed to the foregoing instrument, appeared before sit in its forest as (fils) hers sit instrument as (fils) hers in set forth, including the release and walver, of the right of the forth.	ne this day in person and acknowledged that (he, she, they
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રાવાર્તમાં આવેલા કે કરાવાર કરાવાર કે એક્ટ્રીનું અને મહાને અને તુમને કરી કર્યાર કે કું કું માટે કે ક્ષેત્રમાં છ	reita; executors, administrators, successors, and essigns of neclude the plural, the plural the singular, and the masculine will WESS the hand and seal of the Mortgagor, the day

THE COVENAUS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, 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 valuethereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material mento-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 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 Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof and any 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 kg. I proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax assessment, or lien so consisted and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortkag or further covenants and agrees as follows:

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

That, together with, and in activity to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagor will pay to the Mortgagoe, 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 Development as follows;

If and so long as said Note 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 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 in s instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage listurance recombined which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding but nee due on the Note computed without taking into account delinquencies or (43) of biobusinents Mach / HE1 BAY CHIMICANA

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, ples tixes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor d' rided by the number of months to clapse 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 intrust 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 Mousing and Urban Development, or monthly charge ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
Interest on the Note secured hereby; and anioritzation of the principal of the said Note;

e assiste.

Any deficiency in the amount of any such aggregate monthly payment shall, unless mid 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 arrer is, 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 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 payment made by the Mortgagor under subsection (b) of the preceding parag, aph 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 Mortgage 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 Mortgagoe 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 Mortgagoe 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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Partiettenskilar

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。12、12年中的中国的自己的自身推翻。 श्रिक्षेत्रे हे स्वर्ते होते हैं। इस इस है है है की कार बहार है है The State of the Charles York of the કર્યાની મહાવાનો પ્રેમોને તાનુ અંકે તે પૂર્વિ ભાગની પાકાર માટે તેમાં આવેલા કરતા છે. જે માટે અપને કરતા મોટી મોટી third interest things from a contract the particle of the contract of the contract from the first things for the first things from the contract the first things from the contract things from the contract things from the contract the contract things from the contract the contract the contract things from the contract and the first contract and the party of the contract of the first of the first of the first of the first of the

Ç. ector in interest of the Mortgagor shall operate to release, in any manner, the original itability of the Mortgagor. WITISERRESLY ADRED that on extension of the time for payment of the debt hereby secured given by the Mortangee to any

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which require the earlier execution or delivery of such release or satisfaction by Mortgagee. therefor by Morigagor, execute a release or satisfaction of this Morigage, and Morigagor, licteby walves the beinefles of all statutes or laws Str. Mortgagor, shall pay said Note at the time and in the manner aforeadd and shall ablde by, comply with, and only portorm all the coverants and agreements herein, then this conveyance shall be null and wortgages will within (30) days after written demand

AND THERE SHALL BE INCLUDED in any decree foreglosing this Mortgage and be paid outforth. A corada of any sale inade in pursuance of any such decree; (1) All the costs of such suit or suits, advertising, sale, and conveyance, include a nitorneys, solicitors!, and standard fees, outlays for documentary evidence and cost of sald abstract and examination of title; (2) a lift amonies advanced by the storic surpose authorized in the Mortgage with interest garange time such advances are made; (3) all the accured interest gemaining unpead on the fine such advances are made; (3) all the accured interest garange time include interesting the social distriction of the made; (4) all the sactuad interesting on the interesting the social of the proceeds of the made; (4) all the sactuad interesting the sactuad on the sactuad of the proceeds of the process of the sactuad on the sactuad on the sactuad of the sactuad of the sactuad of the sactuad on the sactuad of the sactuad of the sactuad on the sactuad of the sactuad of the sactuad on the sactuad of the sactuad of the sactuad of the sactuad on the sactuad of the s

allowed in any decree foreclosing this Mortgage.

nbou ireiseig bicimises nuget ipis Mortgage, and all such expenses shall become so much additions indebicquess scented hereby and be Of the attorneys or solicitors of the Mortgagee, so made parties for services in such sull or processings, shall be a further lien and charge wherein the Morigagee shall be made a party thereto by reason of this Morigage, its costs and season of this morigages, and the reasonable fees and charges evidence and the cost of a complete abstract of title for the purpose of such forcelosure; and the case of any other sult, or legal proceeding, AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in a ryer are of law or equity, a reasonable sum shall be allowed for law or edition; and stenographers! fees of the complainant in such proceeding, and also for all outlays for documentary for the solicitor of the solicitor of the solicitor of the solicitor.

provisions of this paragraph.

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ine premises thereins bord any period of redemption, as are approved by the cover amounts as are reassitably necessary to early out the Wherever the said Mortgagee shall be placed in possession of the above-described premises under an order of a court in which an action is to disciplinated of a said material partitions, may keep the said premises in good requiring takes and assessments as may be due in its disciplation, may keep the said premises in good requiring takes and assessments as may be due in its disciplation and maintain such insurance in such is an action of the said premises; pay for and maintain such insurance in such said premises; pay for an action is a said premises. The said premises and conditions, said premises as said premises and conditions, said premises as a said premises and conditions.

necessary for the protection and preservation of the property.

ALL TO THE STATE OF THE STATE O

the same shall then be occupied by the owner of the equity to redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the profile of the premises, or appoint a receiver for the benefit of the profile deficiency, during the full statutory period of redemption; and such during the full statutory period of redemption; and such remised to the profile when conferred may be applied to ". of the payment of the indebted rest; taxes; traxes; that and other items remised to the profile of the payment of the indebted to the profile of the profile of the profile of the payment of the indepted to the profile of the profile of the payment of the profile of the profi the person or persons liable for the payment of the in ebtedness accured hereby, and without regard to the value of said premises or whether solvency at the time of such applications for at points ont of a receiver, or for an order to place Mortgagee in possession of the premises of

mediately due and payable. (30) days after the due date the contract of a preach of any other covenant or agreement herein athulated) then the whole of all prin-| WEBVENT | Gle ilt if in making any monthly payment provided for herein and in the Note secured hereby for a period of thirty

Ochina Mortgages declining to insulte said Note and this Mortgage, being deemed conclusive proof of such incligibility); the Mortgages or the Molder of the Note and payable. Developine de suprecion ite agent of the Secretary of Housing and Urban Development dated suprecion to the 60 days; iting from the date the Mailonal and Urban and Urban and Urban and Urban and Urban THE MORTOACOR FURTIER ACREES that should this Mortgage and the Note secured hereby not be eligible for insurance under

to be applied by it on account of the indebtedness secured hereby, whether or not Note tecuted hereby remaining unpaid, are hereby assigned by the Mortgages and shall be paid forthwith to the Mortgages damages proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the THAT if the premises for any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the

in and to any insurance policies then in force shall puss to the purchaser or grantee. transfet of fille to the mortgaged property in extinguishment of the indebtedness secured hereby, all fight, fille and interest of the Mortgage the tridebledness hereby secured or to the restoration or repair of the property dumaged. In event of foreglosure of this Mortgage or other Interest shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee, and the moltgagee, in event of loss payable clauses and in form acceptable to the Mortgagee, who may make proof of loss directly to the Mortgagee, in event of loss payable clauses and the most and directed to make proof of loss directly to the Mortgagee, in its option either for the Mortgager and the most and directed to make proof of loss directly to the Mortgagee instead of to the Mortgager and the Mortgager and the most and directed to make proof of the most and the Mortgager of the Mortgager of

THAT HE WILLINGER! the improvements now existing or hereafter erected on the mortgaged property, maured as may be required from (imetolines by the Mortgagee against loss by fire and other, hazard, casualities and confingencies 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 a made hereinbefore.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mottgagor does hereby assign to the Mottgages alocating poofits now due or the payment of the pecome due for the use of the premises hereinabove described, and profits now due or which the profits now due or the premises hereinabove described.

STATE: 'ILLINOIS

UNOFFICIAL GOAO-6113

"FHA MORTGAGE RIDER"

Johns. Smith and Jean M. Smith, His Wife
This rider to the Mortgage between <u>Matthew W. Mallers and Joan Mallers, His Wife</u> and
Margaretten & Company. Inc. dated <u>April 16</u>, 19 87 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 dortgagee) 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, periums, taxes and special assessments, and
- (b) All payment. Dentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added togethy, 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, fige and other hazard insurance promiums.
 - II. interest on the note scored hereby, and
 - III. amortization of the principal of the said note.

BOX 283

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 co-cult under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (S1) 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, 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 tents, 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 or such ground rents, taxes, assessments, or insurance premiums shall be due. If 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 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 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 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 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".

John J Shukch

MORTGAGOR Mallers

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Walter Commencer

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ASSUMPTION RIDER TO MORTGAGE

This Rider made this $16th$ day of $\Delta prill$ modifies and amends that certain Mortgage	, 19 87
modifies and amends that certain Mortgage	of even date herewith between
Margaretten & Company, Inc., as Mortgagee,	and John J. Smith and Joan M. Smith, His
Wife, Matthaw W. Mallers and Joan Mallers, His Wife	as Mortgagors as follows:

The mortgages shall, with the prior approval of the Federal Housing Commissioner, of 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 mortgager, 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.

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MORTGAGOR , ean M. Smith

MORTGAGOR Matthew E. Mallers

MORTGAGOR Joan Mallers

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Acceptant Line Noting

FHA# 131-4954725-703B -LOAN# 6040-0113

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 16th DAY OF April

AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,	
THE MORT AGEE, AND John J. Smith and Jean M. Smith, His Wife, Matthew E. Mallers	
and Joan Maliers, His Wife , THE MORTGAGOR, AS FOLLOWS:	
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 1) PREPAYMENT.	
2. THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, IS AMENDED BY THE ADDITION OF THE FOLLOWING:	
"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE."	
IN WITNESS WHEREOF, John J. Smith and Jean M. Smith, His Wife, Matthew E. Malle	er
and Joan Mallors, His Wife HAS SET HIS HAND AND SEAL THE DAY AND YEAR	
FIRST AFORESAID.	
John J Smith MORTGAGOR TRUSTEE'S SIGNATURE MORTGAGOR TRUSTEE'S TRUSTEE'S	
John Smith RUSTEE'S SIGNATURE Matchew E. Mallors	
town maller	
IN THE PRESENCE OF: Joan Matters MAIL TO SETTLEMENT AGENT	:
SETTLEMENT AGENT BOX 283	j

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