UNOFFICIAL2@@F

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

MORTGAGE

THIS INDENTURE, Made this

day of April, 1987

between

ROSARIO COSENTINO, BACHELOR AND MARIA BUSCARINO, SPINSTER

87243310

, Mortgagor, 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

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- Nine Thousand, Five Hundred Sixty- Two and 00/100 19,562.00) payable with interest at the rate of

Nine Per Centum

per centum (8 %) per annum on the unpaid balance until paid, and made payable to the order

of the Mortgagee at its office

08862 in Perth Amboy, Nav Jersey

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

Six Hundred Forty

) on the first day of , and a like sum on Dollars (\$ 640.47 June 1, 1987 the first day of each and every month thereafter and the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payal le on the first day of May, 2017

NOW, THEREFORE, the said Mortgagor, for the tetter securing of the payment of the said principal sum of money and interest and the performance of the covenants and agree ments 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 wit: county of COOK

THE SOUTH 10.08 FEET OF LOT 16 AND 12 EXCEPT THE SOUTH 8.75 FEET THEREOF) IN BLOCK 21 IN WALTER G MO INTOSH COMPANY'S RIVER PARK ADDITION BEING A SUBDIVISION OF PART OF FRACTIONAL SECTIONS 27 AND 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED JUNE 15, 1925 IN THE RECORDER'S OFFICE AS DOCUMENT 8944974 IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 2522 WEST ST. RIVERGROVE, IL.

P.I.N 12-27-411-962-00 "REFERENCES HEREIN TO A MONTHLY MORTGAGE INSURANCE PREMIUM ARE AMENDED OR DELETED BY THE ATTACHED RIDER TO THIS MORTGAGE."

> PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF,

TRAN 1371 A5/96/87 #3350 # D COUR COUNTY RECENERS

ASSUMPTION 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.

ILLINOIS FHA MORTGAGE MAR-1201 (8/86)

\$17.00 MAIL

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

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incirs, 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. X THE COVENAUTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective

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PALATINE, IL 60067

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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 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 legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so to tested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mor.gagor further 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 adoution to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagor will pay to me Hortgagee, 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, r. follows;

(1) If and so long as said Note of even dest and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to a cumulate 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 Plational Housing Act, as amended, and applicable Regulations thereunder; or 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 insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half

1 1 (m) (1/2) per centum of the average outstanding ta mee due on the Note computed without taking into account delinquencies or <u>ម៉ូ</u>មមួយ ·4 . Hw 1500 prepayments;

- (b) A sum equal to the ground rents, if any, next due, plus the pronjums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus axes 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 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 in trust to pay said ground rents, premiums, taxes and special assessments and
- (c) 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 a louising 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 insureuc 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 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 (44) for each dollar (\$1) for each payment more than fifteen (15) days in order 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 e ceed 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 Mor gazor, 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 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 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 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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and the said of the cessor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor. IL IZ EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Morigagee to any suc-

which require the earlier execution or delivery of such release or satisfaction by Mortgagee. therefor by Morigagor, execute a release or satisfaction of this Mortgage, and Mortgagor hereby waives the benefits of all statutes or laws Mortgagor shall pay said Mote at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the companie and agreements and servent and the shall be null and void and Mortgages will, within (30) days after written demand

from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby cured; (4) all the said principal, money remaining unpaid. The overplus of the proceeds of sale, it any, shall then be paid to the Mortgage company of the proceeds of sale, it any, shall the indeptedness hereign of the proceeds of sale, it any, shall the indeptedness hereign of the proceeds of sale, it any shall the indeptedness the proceeds of sale, it any shall the indeptedness in the proceeds of sale, it and proceeds of sale, it and proceeds of sale in the proceeds of sale, it and the proceeds of sale, it and the proceeds of sale, it and the proceeds of sale in the proceeds of sale, it and the proceeds of sale, it are proceeded to suance of any such decree; (1) All the costs of such suits, advertising, sale, and conveyance, inc ud. as attorneys', solicitors', and standing photos' fees, outlays for documentary evidence and cost of said abstract and examination of title; (4), at the monies advanced by the second propose authorized in the Mortgage with interest on such advances at the rate set for ''. in the Mortgage with interest on such advances at the rate set for ''. in the Mortgage with interest on such advances at the rate set for ''. in the Mortgage with interest on such advances at the rate set for ''. in the Mortgage with interest on such advances at the rate set for ''. in the Mortgage with interest on such advances at the rate set for ''. In the Mortgage with interest on such advances at the rate set for ''. AND THERE SHALL BE INCLUDED in any decree foreclosing this Mortgage and be paid out of the proceeds of any sale made in pur-

Joyne Constitutions of the solicitor's (fees and standards) by the solicitor's solicitors of the Mortgages, so made parties, for services in such suit or procedures, and the reasonable fees and charges of the solicitors of the Mortgages, so made parties, for services in such suit or procedures, shall be a further flen and charge allowed in any decree foreclosing this Mortgage, and all such expenses shall become so much adult in indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage. AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in any ourt of law or equity, a reasonable sum shall be al-

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AND IN THEFVENT that the whole of any bill for the debt is declared to be due, the Mortgagee shall have the right immediately to forcelose this Mortgage, and upon the filled may at any time thereafter, either before or affer sale, and without regard to the sale hours of any party claiming under sale, had without regard to the sale no because to the premises of sale in possession of the premises of the sale filled flower to collect the rents, issues, and profits of the sale premises of during the pendency of such profits of the sale in possession of the premises of the sale and a deficiency of any profits of the sale premises of the sale and a deficiency of such profits of the sale premises of sale and a deficiency of such profits of the sale premises of sale and a deficiency of such profits when collected may be applied town, in case of sale and a deficiency, during the full statutory period of redemption, and such the profits, and profits when collected may be applied town, in the payment of the indebtedness, cost, taxes, insurance, and other items increasanty for the profetty.

mediately due and payable.

IN THE EVENT of det suit) a making any monthly payment provided for herein and in the Mote secured hereby for a period of thirty (30) days after the due date the not 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 im-

the Netlonal Hour n. Act within 60 days from the date hereo! (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 Morigage, being deemed conclusive proof of such ineligibility), the Morigagee or the of this Morigage or the proof deem ineligibility), the Morigage or the proless of the Morigage of the manual deem of the Morigage of the poless. THE MORTON JOR FURTHER AGREES 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. damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgages. Note secured hereby remaining unpaid, are hereby assigned by the Mortgages and shall be paid forthwith to the Mortgages

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the

the inidebtedness 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 an and to see policies then in force shall pass to the purchaser or grantee. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee. In event of loss Mortgager will give firmediate inolice by mail to the Mortgager, and each insurance company concerned is neceby mail to the Mortgager, and each insurance company concerned is neceby, mail to the Mortgager, who make proof of loss directly to the Mortgager instead of to the Mortgager and the concerned is neceby, and the mortgager in the mortgager and the mortgager of the insurance proceeds, or any part thereof, may be applied by the Mortgager at its option either to the reduction of the insurance proceeds, or any part thereof, may be applied by the Mortgager of the insurance proceeds, or any part thereof, may be applied by the Mortgager of this Mortgager of the insurance proceeds, or any part thereof, may be applied by the Mortgager of the insurance proceeds, or any part thereof, may be applied by the Mortgager of the insurance proceeds, or any part thereof, may be applied by the Mortgager of the insurance proceeds, or any part thereof.

not been made hereinbefore.

from time, to time by the Mortgagee against loss by fire and other hazard, easualties 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 THAT HE WILL KERP the Improvements now existing or hereafter erected on the mortgaged property, insured as may be required

THIN AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the premises hereinshows described.

"FHA MORTGAGE RIDER"

This rider to the Mortgage between ROSARIO COSENTINO, BACHELOR & MARIA BUSCARINO, SPINSTER Margaretten & Company, Inc. dated APRIL 28th , 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 Mortgagee) less all sums already paid therefor divided by the runher 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 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 Mortgagee to the following items in the order set forth:
 - ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
 - II. interest on the note served 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 plior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" ro' to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in bandling 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 c. 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 morta gor 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 came shall become due and payable, then the Mortgagor shall pay to the mortgagee ar, amount necessary to make up the deficiency, on or before the date when paymen's 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 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".

Mortgagor ROSARIO COSENTINO

Mortgagor MARIA BUSCARINO

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ALL CONTRACTOR OF THE PARTY OF

FHA# 131-4942571703B LOAN# 60400207

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 28th	DAY OF APRIL ,19 87 ,
AMENDS THE MORTGAGE OF EVEN DATE BY A	ND BETWEEN MARGARETTEN AND COMPANY, INC.,
THE MORTANCEE, AND ROSARIO COSENTINO.	BACHELOR & MARIA BUSCARINO, SPINSTER
, THE M	ORTGAGOR, AS FOLLOWS:
	RED PARAGRAPH OF PAGE TWO, THE AS FOLLOWS IS DELETED:
OR AN AMOUNT EQUAL T ON THE PRINCIPAL THA THE FIRST DAY OF ANY PROVIDED HOWEYER TH	SERVED TO PAY THE DEBT IN WHOLE, O ONE OR MORE MONTHLY PAYMENTS T ARE NEXT DUE ON THE NOTE, ON MONTH PRIOR TO MATURITY; AT WRITTEN NOTICE OF AN INTENTION VILEGE IS GIVEN AT LEAST THIRTY REPAYMENT.
2. THE FIFTH UNNUMBERED BY THE ADDITION OF T	FARAGRAPH OF PAGE TWO, IS AMENDED HE FOLLOWING:
"PRIVILEGE IS RESERV IN PART, ON ANY INST	ED TO PAY THE DEBT, IN WHOLE OR ALLMENT DUE PATE."
IN WITNESS WHEREOF, ROSARIO COS	ENTINO, BACHELOR & MARIA BUSCARINO, SPINSTER
	HAS SET HIS HAND AND SFAL THE DAY AND YEAR
FIRST AFORESAID.	MORTGAGOR OR ROSARIO COSENTINO TRUSTEE'S SIGNATURE MORTGAGOR OR TRUSTEE'S TRUSTEE'S SIGNATURE SIGNATURE
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: Regna M. La Rue	87243310
SETTLEMENT AGENT	

Soon of County Clott's Office

UNOFFICIAL₂CQRY₀

FHA# 131-4942571703B LOAN# 60400207

ASSUMPTION RIDER TO MORTGAGE

This Rider made this 28th day of	f APRIL	, 19 ⁸⁷ ,
modifies and amends that certain Mort Margaretten & Company, Inc., as Mort	tgage of even date herev	with between
Margaretten & Company, Inc., as Morto Maria Buscarino, Spinster	gagee, and RUSARIO COSENT	INO, BACHELOR N
MATA BUSCARINO, SPINGTER	as Mortgagors a	as rollows:
<i>/</i> -	,	
The mortgages shall, with the prior a	approval of the Federal	Housing
Commissioner, or his designee, declar	re all sums secured by t	this mortgage
to be immediately due and payable if	all or a part of the pr	roperty is
sold or otherwise transferred (other	than by devise, descent	or operation
of law) by the mortgagor, pursuant to later than 24 months after the date of	o a contract of sale exe	cuted not
not later than 24 months after the date of	ote of a prior transfer	of the
property subject to this foregage, to	o a purchaser whose cred	lit has not
been approved in accordance with the	requirements of the Com	missioner.
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	MARIA BUSCARIN	iO
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