UNOFFICIAL

This fasts isoused in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE

THIS INDENTURE, Made this

12th

day of May, 1987

, between

JERRY W ROBERTS, AND DEBORAH A ROBERTS. HIS MIFE

. 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

Ninety Thousand, Two Hundred Two and 00/100 90 202.00) payable with interest at the rate of Dollars (\$

Nine Per Centum per centum (9 🕻 of the Mortgagee at its of ice

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

in Iselin, New Jersey 08830

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

Seven Hundred Twenty-Six and 13/100 on the first day of July 1, 1987 and a like sum on Dollars (\$ 726.13 the first day of each and every month thereafte; until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and pay ble on the first day of June, 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 egreenents 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

> Lot 2 (except the West 50 feet) and (except the South 50 feet) in Frederick H. Bartlett's Ivanhoe Farm, being a re-subdivision of Lots 12 and 14 both inclusive, in Frederick H. Bartlett's Irving Park and La Grange Road Farms, in the East half of the Northwest Quarter of Section 21, Township 40 North, Junge 12 East of the Third Principal Heridian, in Cook County, Illiaols.

THEOREMAN PRINTED AND AMOUNTED OR DELETED BY THE ATTACHED RICER TO THIS MORTGAGE."

PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF

ASSUMPTION RIDER ATTACHED HERETO AND MADE ___ A PART HENCOS

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.

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THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall insure, to the respective accustors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the feminine.

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90595578

PALATINE, IL 60067

887 WILMETTE ROAD, SUITE E

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AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe 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 Mortgager 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 JURTHER AGREES that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act vittin 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 not re said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its up 101, declare all sums secured hereby immediately due and payable.

IN THE EVENT of default in thaking 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 jurps se, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagot 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 indebted as 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 premise 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 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 raid premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgageor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; colocia and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such a found as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLGSURE of this Mortgage by said Mortgagee in any cour, 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 expresses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceeding, shall be a further lien and charge upon the said premises under this Mortgage, and all such expenses shall become so much additional indeheedness 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 process of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attempts', 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 line secured bereby, 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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is exherwise 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

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph, bell exceed the amount of the payments actually made by the Mortgagor (so find the foregagor) and assessments, or insurance premiums, (so find the foregagor) and the Mortgagor. If, however, the monthly payment made by the Mortgagor under subsection (b) of the preceding peregraph shall not be sufficient to pay ground erais, taxes, and assessments, or insurance premiums, as the case may be, when the same shall be one aud payable, ficient to pay ground erais, taxes, and assessments, or insurance premiums, as the case may be, when the same shall be case, and assessments, or insurance premiums, as the case may be, when the same shall be sufficiently to the Mortgagor shall tender the provisions of the Mortgagor shall tender to the Mortgagor shall the Mortgagor shall tender to the Mortgagor shall tender the provisions of the Mortgagor shall tender the provisions of the Mortgagor shall the scount of the Mortgagor shall the provisions of the Mortgagor shall the scount of the Mortgagor shall the shall be a section of the provisions of the provisions of the mortgagor shall shall be shall shall be shall the provision of the mortgagor shall shall shall shall be sh

(in iten of mortgage insurance premium), as the case may be; ground rents, if any, taxes, special assessments, fire, and other harvest 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, unkes made good by the Mongagor prior to the date of the next such payment, constitute an event of default under this mongage. The Mongagee 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 handling delinquent payments.

be applied by the Morrgagee to the following items in the order set forth

(i) premium charges under the contract of insurance with the Secretary of Cousing and Urban Development, or monthly charge All payments mentioned in the two preceding subsections of this 's arraph and all payments to be made under the Mote secured hereby shall be added together and the aggregate amount thereof shall be oaid by the Mottgagor each month in a single payment to

to the date when such ground rents, premiums, taxes and a seess sents will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special a sessments; and

A sum equal to the ground tents, if any, next due, plus 'he premiums that will next become due and payable on policies of little and other bazard insurance covering the mortgaged property. Thus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid the continuated by the Mortgagee) less all sums already paid the continuation of the months to clapse before one month prior string and appropriate 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

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 tien 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 tien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

monthly charge (in lieu of a mortgage inc. rance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the Mote computed without taking into account delinquencies of

An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if they are held by the Secretary of Housing and Urban Develor, ment, as follows;

(I) It and so long as said Note of each date and this insurancent are insured or are reinsured under the provisions of the Mational Housing Act, an amount su held on the holder one (1) month prior to its due date the annual mortgage insurance premium, we enter to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development purearns it et the Mational Housing Act, as amended, and applicable Regulations: thereunder; or an analysis of one one welfth (1/12) of one-half monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half

That, together with, and in a ddition to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagor will [ay 1) the Mortgagor, on the first day of each month until the said Note is fully paid, the following sums:

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

under subsection (a) of the preceding paragraph.

(III)

AND the said A.o. gagor further covenants and agrees as follows:

taxes or sastements on said premises, or to keep said premises in good repair, the Morrgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein morrgaged as in its discretion it may deem necessary for the proper premiums, when due, and may make such repairs to the property herein morrgaged as in its discretion it may deem necessary for the proper premiums, when due, and may make such repairs to the property precede of the said any monies so paid or expended shall become so much additional indebtedness, secured by this morrgage, to be paid out of proceeds of the sale of the morrgaged premises, if not otherwise paid by the Morrgagor.

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 urechanics men or material men 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 or city in which the said tend is situate, upon the Mortgagor or account of the countries, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

AND SAID MORTGAGOR covenants and agrees:

STATE: ILLINOIS UNOFFICIAL COPY 6040-8220

"FHA HORTGAGE RIDER"

This rider to the Mortgage between Jerry W. Roverts and Deborah A. Roberts, His Wife and Margaretten & Company, Inc. dated May 12 , 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 number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and 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 Mortgager 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 primiums.
 - II. interest on the note verified hereby, and
 - III. amortication 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 lefault under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (44) for each dollar (51) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in hand) ing 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 autually 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 portgagor, shall be credited on subsequent payments to be made by the Mortgagon for refunded to the Mortgagor. If, nowever, the monthly payments made by the mortgago, 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 sume shall become due and payable, then the Mortgagor shall pay to the mortgagee on 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. I at any time the Mortgagor shall tender to the Mortgagoe, 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 pq. 3 is added as follows: "This option may not be exercised by the Mortgages 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".

Jerry W. RobertsMORTGAGOR

Deporah HORTGAGOR A. Rober

Property of Cook County Clerk's Office

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PHA# 131-4941-81-793B LOAN#6040-0220

ASSUMPTION RIDER TO MORTGAGE

This Rider made this 12th day of	May , 19 87 ,
modifies and amends that certain More	tgage of even date herewith between
Margaretten & Company, Inc., as Morte	gagee, and Jerry W. Roberts and Deborah
A. Roberts, Mis Wife	as Mortgagors as follows:
	_
The mortgagee shall, with the prior a	approval of the Federal Housing
Commissioner, or his designee, declar	ce all sums secured by this mortgage
to be immediately due and payable if	all or a part of the property is
sold or otherwise cransferred (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	of the execution of this mortgage or
not later than 24 months after the da property subject to this mortgage, to	te of a prior transfer of the
been approved in accordance with the	requirements of the Commissioner
	requirements of the commissioner.
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	James Valetin
	MORTGAGOR, Jerry W. Roberts
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	- LUCIAL A FAMILO
	MORTGAGOR weborah A. Roberts
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	MORTGAGOR
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Property of Cook County Clerk's Office

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UNOFFICIAL, COPY 6

FHA# 131-4941081-703B LOAN# 6040-0220

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 12th DAY OF May, 19 87,
AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,
THE MORTGAGEE, AND Jerry W. Roberts and Deborah A. Roberts, 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 DEST IN WHOLE, OR AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS ON THE PRIMCIPAL 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.
2. THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, IS AMENDED BY THE ADDITION OF THE FOLLOWING: **PRIVILEGE IS RESERVED TO FAX THE DEBT, IN WHOLE GR IN PART, ON ANY INSTALLMENT DUE DATE.**
IN WITNESS WHEREOF, Jerty W. Roberts and Deborgh A. Roberts, His Wife HAS SET HIS HAND AND SEAL THE DAY AND YEAR
FIRST AFORESAID.
Jerry W. Roberts MCRTGASOR OF TRUSTEE'S SIGNATURE MCRTGASOR OF Deborah A. Roberts TRUSTEE'S SIGNATURE SIGNATURE

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Jan Hard-SETTLEMENT AGENT