

UNOFFICIAL COPY

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

MORTGAGE

175826

THIS INDENTURE, Made this 19th day of June, 1987, between

PATRICK J. KELLY, BACHELOR

87345782

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 Ninety-One Thousand Six Hundred Fifty-Five and 00/100 Dollars (\$ 91,555.00) payable with interest at the rate of Nine Per Cent (9 %) 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 Thirty-Seven and 82/100 Dollars (\$ 737.82) on the first day of August 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 July, 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 36 IN VOLK BROTHERS SHAW ESTATES A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

BDO-12-24-224-039A

87345782

ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF.

PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

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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MAIL TO: MARGARETTEN & COMPANY, INC. 887 WILMETTE ROAD, SUITE F PALATINE, ILL. 60067

87345782



\$17:00 MAIL

at o'clock and duly recorded in Book of Page

County, Illinois, on the day of

Filed for Record in the Recorder's Office of DOC. NO.



MARGARETTEN & COMPANY, INC. 887 E WILMETTE ROAD PALATINE, ILL. 60067

This instrument was prepared by:

Notary Public

Kevin J. Mix
day of June, 1987

GIVEN under my hand and Notarial Seal this

personally known to me to be the same person whose name is 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, her, theirs) 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

PATRICK J KELLY, BACHELOR

STATE OF ILLINOIS COUNTY OF Cook

DEPT-91 RECORDING \$17.30
MILWAUKEE COUNTY RECORDER
4378142 * 97-345782

Patrick J Kelly
PATRICK J KELLY
-Borrower
-Borrower
-Borrower
-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.

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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 Mortgagee 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 issue 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 Mortgage, 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 an amount 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 collector'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 proceeding 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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AND SAID MORTGAGOR covenants and agrees: That, together with, and in addition to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagor will pay for the Mortgage, on the first day of each month until the said Note is fully paid, the following sums:

(a) 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:

(1) If and so long as said Note, 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, as provided for in the National Housing Act, as amended, and applicable Regulations thereunder; or

(2) If and so long as said Note of over a year 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 (1/2) per centum of the average outstanding balance due on the Note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rent, if any, next due, plus all expenses 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 thereon, divided by the number of months to elapse before one month prior to the date when such ground rent, premiums, taxes and assessments will become delinquent; such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and assessments, and

(c) All payments mentioned in the two preceding subsections of this paragraph, 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:

(1) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(2) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(3) Interest on the Note secured hereby; and

(4) 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 Mortgagee may collect a "late charge" not 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 handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph exceeds the amount of the payments actually made by the Mortgagee for ground rent, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, 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 paragraph shall not be sufficient to pay ground rent, taxes, and assessments, or insurance premiums, as the case may be, within the same time period when 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 rent, 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 (b) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph shall be 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 (b) of the preceding paragraph.

AND the said Mortgagor further covenants and agrees as follows:

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

It is expressly provided, however, that the Mortgagor shall not be required to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof, or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested, and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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

(a) 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:

(1) If and so long as said Note, 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, as provided for in the National Housing Act, as amended, and applicable Regulations thereunder; or

(2) If and so long as said Note of over a year 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 (1/2) per centum of the average outstanding balance due on the Note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rent, if any, next due, plus all expenses 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 thereon, divided by the number of months to elapse before one month prior to the date when such ground rent, premiums, taxes and assessments will become delinquent; such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and assessments, and

(c) All payments mentioned in the two preceding subsections of this paragraph, 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:

(1) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(2) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(3) Interest on the Note secured hereby; and

(4) 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 Mortgagee may collect a "late charge" not 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 handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph exceeds the amount of the payments actually made by the Mortgagee for ground rent, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, 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 paragraph shall not be sufficient to pay ground rent, taxes, and assessments, or insurance premiums, as the case may be, within the same time period when 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 rent, 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 (b) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph shall be 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 (b) of the preceding paragraph.

87345782

"FHA MORTGAGE RIDER"

This rider to the Mortgage between PATRICK J. KELLY, BACHELOR and Margaretten & Company, Inc. dated JUNE 19th, 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 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:
- 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 (4¢) 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 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 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, 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".

Patrick J. Kelly
MORTGAGOR
PATRICK J. KELLY

MORTGAGOR

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STATE OF ILLINOIS
FILE NO. 0000 0000

TRUST AGREEMENT

The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

Notary Public in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

1. The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

2. The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

3. The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

4. The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

5. The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

6. The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

7. The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

8. The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

9. The Trust Agreement between MORTGAGEE and MORTGAGOR is hereby acknowledged and the same is hereby certified to be a true and correct copy of the original as filed for record in the office of the Clerk of the County of Cook, Illinois, on this 15th day of May, 1982.

87315782

Robert J. Kelly
NOTARY PUBLIC
STATE OF ILLINOIS

MORTGAGOR

MORTGAGEE

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FHA# 131,506,1423,703B
LOAN# 6040,0389

ASSUMPTION RIDER TO MORTGAGE

This Rider made this 19th day of JUNE, 19 87,
modifies and amends that certain Mortgage of even date herewith between
Margaretten & Company, Inc., as Mortgagee, and PATRICK J. KELLY, BACHELOR
as Mortgagors as follows:

The mortgagee 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.

Patrick J. Kelly

MORTGAGOR PATRICK J. KELLY

MORTGAGOR

MORTGAGOR

MORTGAGOR

87345782

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6099 6000

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ASSIGNMENT WITH MORTGAGE

THIS INSTRUMENT IS A COPY OF THE ORIGINAL INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON [DATE], IN BOOK [NUMBER], PAGE [NUMBER].

The undersigned hereby certify that the above instrument is a true and correct copy of the original instrument as recorded in the Public Records of Cook County, Illinois, on [DATE], in Book [NUMBER], Page [NUMBER].

Property of Cook County Clerk's Office

1818

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FHA# 131 506 1423 703B
LOAN# 6040 0389

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 19th DAY OF JUNE, 1987,
AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,
THE MORTGAGEE, AND PATRICK J. KELLY, BACHELOR

_____, 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 TO 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, PATRICK J. KELLY, BACHELOR

HAS SET HIS HAND AND SEAL THE DAY AND YEAR

FIRST AFORESAID.

Patrick J. Kelly
PATRICK J. KELLY

MORTGAGOR OR
TRUSTEE'S
SIGNATURE
MORTGAGOR OR
TRUSTEE'S
SIGNATURE

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kevin [Signature]
SETTLEMENT AGENT

87345782

UNOFFICIAL COPY

FILED 1910 0329
LOUISIANA

THE MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE _____ DAY OF _____ 19____,

AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY, INC.,

THE MORTGAGEE, AND PATRICK J. KELLY, MORTGAGEE

THE MORTGAGE, AS FOLLOWS:

IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE
SENTENCE WHICH READS AS FOLLOWS IS DELETED
AND PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE
OR AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS
OF THE ORIGINAL THAT ARE NEXT DUE ON THE DATE, OR
THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY,
PROVIDES HOWEVER, THAT WRITTEN NOTICE OR AN INTENTION
TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY
(30) DAYS PRIOR TO PREPAYMENT.

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, PATRICK J. KELLY, MORTGAGEE

HAS SET HIS HAND AND SEAL THE DAY AND DATE

Patrick J. Kelly
PATRICK J. KELLY

NOTARY PUBLIC
STATE OF LOUISIANA
COMMISSION EXPIRES _____
SIGNATURE

STAMPED, SEALED AND DELIVERED
IN THE PRESENCE OF

WITNESSES

1910
03
29