



UNOFFICIAL COPY

60864057  
131-4791483-703B

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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.

THIS DOCUMENT IS BEING RE-RECORDED TO BE  
NOTARIZED  
**MORTGAGE**

THIS INDENTURE Made this 29th day of December, 1986, between

87345865

RAMON ALVIOREZ, MARRIED AND  
ROSA I SANTIAGO, DIVORCED AND NOT SINCE REMARRIED  
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 Sixty-Seven Thousand, Two Hundred Seventy-Six and 00/100 Dollars (\$ 67,276.00 ) payable with interest at the rate of Nine Per Centum ( 9 % ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Perth Amboy, New Jersey 08862

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 Eighty-Two and 05/100 Dollars (\$ 682.85 ) on the first day of February, 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 January, 2002

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 13 AND THE NORTH 10 FEET OF LOT 14 IN BLOCK 4 IN THE SUB-DIVISION OF THE NORTH 14 ACRES OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17 TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

19-01-212-001 all  
B.B.O.

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

ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF.

PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF.

REALTY TITLE, INC.  
ORDER # 699 7045

THIS DOCUMENT IS BEING RE-RECORDED IN ORDER TO ADD THE SIGNATURE AND SEAL OF A NOTARY PUBLIC 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)  
Replaces 11-701 (Rev. 7/85)

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

87345865  
86628498

Clark's Office

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REC'D - CIVIL - 1001 - 1000  
CASE # 0000-0000

## RIDER TO MORTGAGEE'S TRUST

This Rider made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_  
 in \_\_\_\_\_ and \_\_\_\_\_  
 between \_\_\_\_\_ and \_\_\_\_\_  
 as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commission, or his designee, declare all sums secured by this mortgagee to be immediately due and payable in full or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagee, provided that the amount of the mortgagee's debt shall be paid in full or a part of the property is sold or otherwise transferred in accordance with the requirements of the Commission.

WITNESSED my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_  
 \_\_\_\_\_  
 Notary Public

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FHA # 131-4791483-703B  
CASE # 6086-4057

## RIDER TO MORTGAGE/DEED OF TRUST

This Rider made this 29TH day of DECEMBER,  
1986, modifies and amends that certain Mortgage/Deed of Trust of  
even date herewith between MARGARETTEN & COMPANY, INC.

RAMON ALVAREZ & ROSA I. SANTIAGO, as MORTGAGEE, and  
RAMON ALVAREZ & ROSA I. SANTIAGO, as MORTGAGOR  
as follows:

The mortgagee shall, with the prior approval of the Federal  
Housing Commissioner, or his designee, declare all sums secured  
by this mortgage/deed of trust 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 execution of this mortgage or not  
later than 24 months after the date of a prior transfer of the  
property subject to this mortgage/deed of trust, to a purchaser  
whose credit has not been approved in accordance with the  
requirements of the Commissioner.

Ramon Alvarez  
Mortgagor RAMON ALVAREZ

Rosa I. Santiago  
Mortgagor ROSA I. SANTIAGO

Esperanza Alvarez  
Mortgagor ESPERANZA ALVAREZ

SIGNING NOT AS A CO-MORTGAGOR  
BUT SOLELY FOR THE PURPOSE OF  
WAIVING ANY AND ALL HOMESTEAD  
OR MARITAL RIGHTS.

Israel Santiago  
MORTGAGOR ISRAEL SANTIAGO SIGNING  
NOT AS A CO-MORTGAGOR BUT SOLELY  
FOR THE PURPOSE OF WAIVING ANY  
AND ALL HOMESTEAD AND MARITAL  
RIGHTS.

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STATE OF ILLINOIS  
COUNTY OF COOK

DECEMBER 11, 1911

IN SENATE

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 11, 1911, RELATIVE TO THE LANDS BELONGING TO THE STATE OF ILLINOIS

CHAPTER I  
GENERAL STATEMENT OF THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 1. THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 2. THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 3. THE LANDS BELONGING TO THE STATE OF ILLINOIS

SECTION 4. THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 5. THE LANDS BELONGING TO THE STATE OF ILLINOIS

SECTION 6. THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 7. THE LANDS BELONGING TO THE STATE OF ILLINOIS

SECTION 8. THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 9. THE LANDS BELONGING TO THE STATE OF ILLINOIS

SECTION 10. THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 11. THE LANDS BELONGING TO THE STATE OF ILLINOIS

SECTION 12. THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 13. THE LANDS BELONGING TO THE STATE OF ILLINOIS

SECTION 14. THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 15. THE LANDS BELONGING TO THE STATE OF ILLINOIS

SECTION 16. THE LANDS BELONGING TO THE STATE OF ILLINOIS  
SECTION 17. THE LANDS BELONGING TO THE STATE OF ILLINOIS

86629133

86629198

*Robert L. ...*

*James M. ...*

BEARING NOT AS A GOVERNOR OF ILLINOIS  
SOLELY FOR THE PURPOSE OF VOUCHER  
AND ALL HONORABLE AND VOUCHER

BEARING NOT AS A GOVERNOR OF ILLINOIS  
SOLELY FOR THE PURPOSE OF VOUCHER  
AND ALL HONORABLE AND VOUCHER

87245865

STATE: ILLINOIS

FHA#: 131-4791483-703B  
FILE#: 6086-4057

"FHA MORTGAGE RIDER"

This rider to the Mortgage between RAMON ALVIDREZ, MARRIED AND ROSA I SANTIAGO, MARRIED and Margaretten & Company, Inc. dated DECEMBER 29, 1986 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 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 (4c) for each dollar (\$) 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. 13 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"

Ramon Alvidrez  
RAMON ALVIDREZ

Rosa I. Santiago  
ROSA I SANTIAGO

Esperanza Alvidrez  
MORTGAGOR ESPERANZA ALVIDREZ,  
SIGNING NOT AS A CO-MORTGAGOR BUT SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD AND MARITAL RIGHTS.

Israel Santiago  
MORTGAGOR ISRAEL SANTIAGO,  
SIGNING NOT AS A CO-MORTGAGOR BUT SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD AND MARITAL RIGHTS.

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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.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

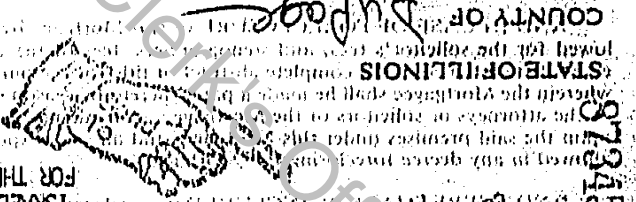
*X Carolina Chynka*  
ESPERANZA ALVAREZ, SIGNING NOT AS A CO-MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD AND MARITAL RIGHTS.

*X Rosa A. Santago*  
ROSA A. SANTAGO, SIGNING NOT AS A CO-MORTGAGOR, BUT SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD AND MARITAL RIGHTS.

*X Ramon Alvarez*  
RAMON ALVAREZ, MARRIED AND

*X Rosa A. Santago*  
ROSA A. SANTAGO, DIVORCED AND NOT SINCE REMARRIED

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NICKNAME "LA FLORE" SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME IN PERSON AND ACKNOWLEDGED THAT SHE, ALICIA, SIGNED SAID INSTRUMENT AND DELIVERED THE SAID INSTRUMENT AS HER OWN AND VOLUNTARY ACT FOR THE REASONS AND PURPOSES SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD AND VOLUNTARY ACT FOR THE REASONS AND PURPOSES SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF



86628498

*Carolina Chynka*  
Notary Public in and for the County of DuPage, State of Illinois

EXP 5-15-188

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

FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 14th DAY OF APRIL, 1988. DOC. NO. 88-028498. DEPT. OF RECORDING. WILLIAM STUMAN, 5209 96/89/87, 16119.00. COOK COUNTY RECORDER. \$18.40

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 Mortgagor, who may make proof of loss if not made promptly by Mortgagee, 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 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 HEREBY AGREES that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days' time from the date of this Mortgage, declining to insure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, demand 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 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 in any court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency 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 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, costs, 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 or receive the rents, issues, and profits for the use of the premises hereinabove described), and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the collector's fees, and stenographers' fees, of the complainant in such proceeding, in addition to all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of an other suit, or legal proceeding wherein the Mortgagee shall be made a party, thereon by reason of this Mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this Mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this Mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, or suits, advertising, sales 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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