



at \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ day of \_\_\_\_\_ County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ Filed for Record in the Recorder's Office of \_\_\_\_\_ DOC. NO. \_\_\_\_\_

950 W. 175TH ST. HOMWOOD, IL 60430 MARGARETTEN & COMPANY This instrument was prepared by:

OFFICIAL SEAL - Lynn Lisiewicz Notary Public, State of Illinois My Commission Expires 12/19/89

Notary Public

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 1988

Personally known to me to be the same person whose name(s) is (re) 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, hers, their) 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 ANDRE J WILLIAMS, SPINSTER AND ANDRE B WILLIAMS, DIVORCED AND NOT SINCE REMARRIED

STATE OF ILLINOIS COUNTY OF Cook

ss: }

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ANDRE J WILLIAMS ANDRE B WILLIAMS

Andre J. Williams Audrey B. Williams

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.

PROPERTY CLERK'S OFFICE

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 or 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 situated, upon the Mortgagee 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 Mortgagee 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 Mortgagee.

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 lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee 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 Mortgagee 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, in addition to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said Note is fully paid, the following sums:

AND the said Mortgagee further covenants and agrees as follows:

- (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 a mortgage insurance premium (in lieu of 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 of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
  - (II) If and so long as said Note of even date and 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, per centum premium that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, as taxes and assessments next due on the mortgaged property (all as examined by the Mortgagee) less all sums already paid in full or divided by the number of months to elapse before one month prior to the date when such ground rent, premium, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premium, 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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
  - (1) premium charge 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;
  - (II) ground rent, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (III) interest on the Note secured hereby; and
  - (IV) 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 Mortgagee 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 Mortgagee under subsection (c) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rent, taxes, and assessments, or insurance premiums, at the case may be, such excess, if the total of the payments made by the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payment made by the Mortgagee under subsection (c) of the preceding paragraph shall not be sufficient to pay ground rent, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee 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 Mortgagee 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 connection with the payment of such indebtedness, credit to the account of the Mortgagee all payments made under the provisions of subsection (c) of the preceding paragraph, which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any amount remaining in the funds accumulated under the provisions of subsection (c) of the preceding paragraph, or if the Mortgagee acquires the property 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 under any of the provisions of this mortgage, 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 (c) of the preceding paragraph as a credit against the amount of principal and interest then owing under said Note and shall properly adjust any payments which shall have been made under subsection (c) of the preceding paragraph.

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in and to any insurance policies then in force shall pass to the purchaser.

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THAT if the premises, or any part thereof, be condemned with damages, proceeds, and the consideration for such acquisition, to the Note secured hereby remaining unpaid, are hereby assigned by the holder to be applied by it on account of the indebtedness secured hereby.

**THE MORTGAGOR FURTHER AGREES** that should this Mortgage be required by the National Housing Act within 60 days from the date hereof (with the Development or authorized agent of the Secretary of Housing and Urban Affairs) of this Mortgage, declining to insure said Note and this Mortgage, the holder of the Note may, at its option, declare all sums secured hereby to be due.

**IN THE EVENT** of default in making any monthly payment for (30) days after the due date thereof, or in case of a breach of any other principal sum remaining unpaid together with accrued interest thereon, the holder may immediately due and payable.

**AND IN THE EVENT** that the whole of said debt is declared to be due on this Mortgage, and upon the filing of any bill for that purpose, the owner, after sale, and without notice to the said Mortgagor, or any party claiming an interest in the premises, or any part thereof, at the time of such applications for appointment of a receiver, the person or persons liable for the payment of the indebtedness secured hereby shall then be occupied by the owner of the equity of redemption of the premises, or appoint a receiver for the benefit of the Mortgagee during the pendency of such foreclosure suit and, in case of any rents, issues, and profits when collected may be applied toward the expenses necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the premises, it is pending to foreclose this Mortgage or a subsequent mortgage, the Mortgagee shall repair; pay such current or back taxes and assessments as may be due; and pay amounts as shall have been required by the Mortgagee; lease the premises either within or beyond any period of redemption, as are approved by the Mortgagee; and employ other persons and do other things as may be necessary for the protection and preservation of the property.

**AND IN CASE OF FORECLOSURE** of this Mortgage by the Mortgagee, the Mortgagee shall be allowed for the solicitor's fees, and stenographers' fees of the Mortgagee, and the cost of a complete abstract of title for the purpose of the foreclosure, wherein the Mortgagee shall be made a party thereto by reason of the Mortgagee, or the attorneys or solicitors of the Mortgagee, so made parties thereto, upon the said premises under this Mortgage, and all such expenses shall be allowed in any decree foreclosing this Mortgage.

**AND THERE SHALL BE INCLUDED** in any decree foreclosing this Mortgage the substance of any such decree: (1) All the costs of such suit or suits, including stenographers' fees, outlays for documentary evidence and cost of the Mortgagee, if any, for the purpose authorized in the Mortgage with interest thereon from the time such advances are made; (3) All the accrued interest on the principal money remaining unpaid. The overplus of the proceeds of such sale shall be paid to the Mortgagor.

If Mortgagor shall pay said Note at the time and in the manner provided in the covenants and agreements herein, then this conveyance shall be void and of no effect therefor by Mortgagor, execute a release or satisfaction of this Mortgage, which require the earlier execution or delivery of such release or satisfaction.

**IT IS EXPRESSLY AGREED** that no extension of the term of this Mortgage by the predecessor in interest of the Mortgagor shall operate to release, in any



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## FHA ASSUMPTION RIDER TO MORTGAGE/DEED OF TRUST

THIS ASSUMPTION RIDER is made this 16th day of SEPTEMBER, 1988 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to MARGARETTEN & COMPANY, INC. (the "Lender") of the same date and covering the property described in the Security Instrument located at: 330 WEST 60th PLACE, CHICAGO, ILL 60621

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows.

The mortgage 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 12 months after the date on which the Mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months".)

*Debbie A. Williams*  
Borrower's Signature

Date

9/16/88

*Audrey B. Williams*  
Borrower's Signature

Date

9/16/88

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## THE ASSUMPTION RIDER TO MORTGAGED DEED OF TRUST

THIS ASSUMPTION RIDER is made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ and is incorporated into and shall be deemed to amend and supplement the mortgage deed of trust or security deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure borrower's debt to \_\_\_\_\_ (the "Lender") of the same date and covering the property described in the Security Instrument located at: 330 WEST 60th STREET, CHICAGO, ILL 60621.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The mortgage shall, with the prior approval of the Lender, be assigned, or his designee, declares all sums secured by this mortgage to be immediately due and payable if all or a part of the property or interest therein is otherwise transferred (other than by devise, descent or operation of law) to the mortgagee, pursuant to a contract of sale executed and delivered within \_\_\_\_\_ months after the date on which the mortgage is entered for recording, in a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the mortgagee, "24 months" must be substituted for "\_\_\_\_\_ months".)

_____	Borrower's Signature
_____	Date
_____	Borrower's Signature
_____	Date

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André J. Williams

If the total of the payments made by the Mortgagee under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee all payments made under the provisions of subsection (a) 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. 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 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.

(a) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the 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.

(b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under this note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth: (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); (b) 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 the 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 this note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth: (a) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; and (b) interest on the note secured hereby; and (c) amortization of the principal of the said note.

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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 Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sum: That privilege is reserved to pay the debt in whole or in part on any installment due date.

AND the said Mortgagee for further covenants and agrees as follows: AND SAID MORTGAGOR covenants and agrees: That privilege is reserved to pay the debt in whole or in part on any installment due date. In case of the refusal or neglect of the Mortgagee 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 moneys 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 Mortgagee. 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 Mortgagee 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 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 situated, upon the Mortgagee 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 Mortgagee 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 moneys 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 Mortgagee. 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 Mortgagee 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.

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