

UNOFFICIAL COPY

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



RECORDED TO CHANGE LEGAL DESCRIPTION

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 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.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

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.

AND SAID MORTGAGOR covenants and agrees:

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 Mortgagee does hereby expressly release and waive.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances therein to belonging, and the rents, issues, and profits thereof; and all appurtenances and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, on, and all appurtenances now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagee in and to said premises.

"SEE ATTACHED PREPAYMENT/ASSUMPTION RIDER TO MORTGAGE MADE A PART HEREOF."

"SEE ATTACHED ONE TIME MIP RIDER MADE A PART HEREOF."

Handwritten notes: PIN 15-03-34-001000 + Lot 1, 15-03-34-002-000 Lot 2, 15-03-34-003-000 Lot 3, 919 N. 21st. Ave. (P.O. #2), Melrose Park, IL. 60161

THE NORTH 33 FEET OF LOTS 1 AND 2, TAKEN AS A SINGLE TRACT OF LAND, BLOCK 120 IN MELROSE BEING A SUBDIVISION OF LOTS 3, 4 & 5 IN SUPERIOR COURT PARTITION OF THE SOUTH 1/2 OF SECTION 3 AND THAT PART OF THE NORTH OF THE RAILROAD OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$18.28, TRAN 1296 07/29/87 19:47:00, #6127 # D * 07-409344 COOK COUNTY RECORDER

NOW, THEREFORE, the said Mortgagee, 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 situated, lying, and being in the County of COOK and the State of Illinois, to wit:

Final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST 2017. \$933.03 on the first day of SEPTEMBER, 19 87, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the NINE HUNDRED THIRTY-THREE AND 03/100

payable with interest at the rate of TEN AND ONE-HALF percentum (10.500%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470

WITNESSETH: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of ONE HUNDRED TWO THOUSAND, AND 00/100 Dollars (\$ 102,000.00)

RESIDENTIAL FINANCIAL CORP., NEW JERSEY, a corporation organized and existing under the laws of NEW JERSEY, Mortgagee.

THIS INDENTURE, Made this 13TH day of JULY 19 87, between RICARDO PEREZ AND MARIA D. PEREZ, HUSBAND/WIFE

87409344

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

MORTGAGE

88100479

141104872

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RS10019

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 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 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, 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 subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair; pay such current 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 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 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 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, 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 moneys 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 thirty (30) days after written demand therefor by Mortgagee, 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.

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.

Ricardo Perez
RICARDO PEREZ (SEAL)
(SEAL)

Maria D. Perez
MARIA D. PEREZ (SEAL)
(SEAL)

STATE OF ILLINOIS

COUNTY OF *Cook* ss:
I, *the undersigned* RICARDO PEREZ AND MARIA D. PEREZ, a notary public, in and for the county and State aforesaid, Do Hereby Certify That *HUSBAND/WIFE* and

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 *THEY* signed, sealed, and delivered the said instrument as *THEIR* free and voluntary act for the use and purpose therein expressed, including the release and waiver of the right of homestead.

OFFICIAL SEAL
JUANNE T. TULLO
Notary Public, State of Illinois
My Commission Expires 6/20/89

13TH day *JULY*, A.D. 19 *87*
Juanne T. Tullo
Notary Public

DOC. NO. *13TH*, Filed for Record in the Recorder's Office of *13TH* County, Illinois, on the *13TH* day of *JULY*, A.D. 19 *87* at *13TH* o'clock *13TH* m., and duly recorded in Book *13TH* of *13TH* Page

RETURN TO AND PREPARED BY:
RESIDENTIAL FINANCIAL CORP.
155 EAST ALCONQUIN ROAD
ARLINGTON HEIGHTS, IL 60005
CATHY LYNN THORNE

HUD-92116M(5-80)
GPO 871 680

MATL

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Property of Cook County Clerk's Office

87409344

\$17.00 MAIL

UNOFFICIAL COPY

Andrew P. Maggioni & Assoc.
TITLE DIVISION
7804 W. Belmont Ave.
Chicago, IL 60634

Handwritten signature

James J. [unclear]

Signed, sealed and delivered
in the presence of

1109311

----- (SEAL) -----

----- (SEAL) -----

MARIA D. PEREZ (SEAL)

RICARDO PEREZ (SEAL)

88-100479

Property of Cook County Clerk's Office

has set his hand and seal the day and year first aforesaid. #212 # D *--88-100479
14444 TRAN 1026 03/09/88 15.21.00
DEPT-01 \$17.25
COOK COUNTY RECORDER

RICARDO PEREZ AND MARIA D. PEREZ, HUSBAND/WIFE
IN WITNESS WHEREOF,

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 in full or a part of the property in 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, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

3. A new provision has been added as follows:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date"

2. Paragraph one of page 2, is amended by the addition of the following:

"that privilege is reserved to pay the debt in whole, or in 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 a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

1. In Paragraph one on page 2, the sentence which reads as follows is deleted:

the mortgagor, and RESIDENTIAL FINANCIAL CORP. the mortgagor, as follows:

RICARDO PEREZ AND MARIA D. PEREZ, HUSBAND/WIFE

The Rider dated the 13TH day of JULY 1987, amends the mortgage of even date by and between:

PREPAYMENT/ASSUMPTION RIDER

6-100198

63-1100
CHICAGO II 0000
1834 M 00000
ILLINOIS

87493344
87493344

THE NORTH 33 FEET OF LOTS 1, 2 AND 3, TAKEN AS A SINGLE TRACT OF
LAND, AND THE SOUTH 12 FEET OF THE NORTH 45 FEET OF THE EAST 20
FEET OF LOTS 1, 2 AND 3, TAKEN AS A SINGLE TRACT OF LAND, IN
BLOCK 120 IN MELROSE, BEING A SUBDIVISION OF LOTS 3, 4 AND 5 IN
SUPERIOR COURTS PARTITION OF THE SOUTH HALF OF SECTION 3, AND THAT
PART NORTH OF THE RAILROAD OF SECTION 20, TOWNSHIP 39 NORTH, RANGE
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

6. 111111

Cook's Office

If the total of the payments made by the Mortgagee 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 in 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 (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 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 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 acquires the property otherwise after default, the Mortgagee

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 (\$) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

- (1) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of principal of the said note.

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:

- (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

That, together with, and in addition to, the monthly payments of 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:

1. Page 2, the second covenant of the Mortgagee is amended to read:

RESIDENTIAL FINANCIAL CORP dated 7-13-87 revises said Mortgage as follows: Mortgagee and, RICHARDO AND MARIA D PEREZ, HUSBAND/WIFE This rider attached to and made part of the mortgage between

ONE TIME PAYMENT MORTGAGE RIDER RIDER TO STATE OF ILLINOIS MORTGAGE HUD-9216M (5-80)

131:4900960-703

FHA Case No.

87409344

8810049

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.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

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.

Dated as of the date of the mortgage referred to herein.

Ricardo Perez
Mortgagor
RICARDO PEREZ

Maria D. Perez
Mortgagor
MARIA D PEREZ

Property of Cook County Clerk's Office

6-1001-9