

This form is used in connection with mortgages insured under the one-to-four-family programs of the National Housing Act which provide for periodic mortgage insurance premium payments.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, his successors and assigns, forever, for the purpose and uses herein set forth, the said Mortgagee, 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.



PIN: 03-09-404-038 7P

GENEUST MORTGAGE CORPORATION  
9550 N. PLUM GROVE RD  
SCHAMBURG, IL, 60173

THIS INSTRUMENT WAS PREPARED BY:

SEE ATTACHED LEGAL DESCRIPTION

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 Warranty unto the Mortgagee, his successors or assigns, the following described Real Estate situated, lying, and being in the County of Cook, State of Illinois, to wit:

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(\$ 81,650.00 ) payable with interest at the rate of NINE per centum ( 9.0 % ) per annum on the unpaid balance until paid, and made payable in the order of the Mortgagee at its office in 350 S.W. 12th Avenue, Deerfield Beach, FL, 33442 --- 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 FIFTY SIX AND NINETY SEVEN CENTS ----- Dollars (\$ 656.97 ) on the first day of JUNE, 19 87, and a like sum of 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 MAY 1, 2017.

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 EIGHTY ONE THOUSAND SIX HUNDRED FIFTY AND NO CENTS

Geneust Mortgage Corporation --- a corporation organized and existing under the laws of the State of California ---

GAYE K. HAVERKOS, MARRIED TO THOMAS OWEN MARRKOV --- Mortgagee, and

This Indenture, made this 30TH day of APRIL, 19 87, between

FHA Case No. 131:4973793-703

87488751 Mortgage

87248814 88126245

State of Illinois

THIS MORTGAGE IS BEING RERECORDED TO ADD FHA ASSUMPTION RIDER

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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 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;

(4) amortization of the principal of the said note; and

(5) late charges.

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 (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 an 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, under to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness is presented hereby, 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 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.

And as additional security for the payment of the indebtedness forecasted the Mortgagee 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 hazards, 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 provided for in this mortgage, which has not been made hereinbefore.

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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 hereinafter mortgaged as in his 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.

If it is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, discharge, or satisfy upon or against the premises described herein or any part thereof or the improvements situated therein, so long as the Mortgagee shall, in good faith, contest the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to reverse 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, 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:

(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 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 instrument 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 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 hereof 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

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

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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 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 Mortgagee 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 Mortgagee 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 hereon by remaining unpaid, are hereby assigned by the Mortgagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagee further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within NINETY 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 NINETY 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, 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 Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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, feminine.

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 Mortgagee 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 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, a lawyer, solicitor, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of such 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 Mortgagee.

If Mortgagee shall pay said note at the time and in the manner forecasted 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 Mortgagee 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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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The rider(s) attached hereto and executed of even date herewith are incorporated herein and the covenants and agreements of the rider(s) shall amend and supplement (the covenants and agreements of this mortgage as if the rider(s) were a part thereof.

DEPT. OF RECORDING  
18844 N. LAKEVIEW AVE. CHICAGO, ILL. 60647  
TELEPHONE: 312-321-1000  
FAX: 312-321-1000  
COOK COUNTY RECORDER  
\$15.25

87248814

Doc. No. \_\_\_\_\_  
at \_\_\_\_\_ o'clock  
m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_  
County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

Filed for Record in the Recorder's Office of \_\_\_\_\_

OFFICIAL  
Ronald M. Lake  
Notary Public, State of Illinois  
My Commission Expires May 21, 1986

*[Handwritten signature]*  
Notary Public

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
therein set forth, including the release and waiver of the right of homestead.

person whose name \_\_\_\_\_  
and \_\_\_\_\_  
signed, sealed, and delivered the said instrument as \_\_\_\_\_  
free and voluntary act for the uses and purposes \_\_\_\_\_

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged \_\_\_\_\_  
his wife, personally known to me to be the same \_\_\_\_\_  
Thomas Owen Markov, her husband \_\_\_\_\_  
Notary Public, in and for the county and State \_\_\_\_\_

State of Illinois  
County of Cook  
Gaye K. Haverkos  
M. Lake  
K. Haverkos and Thomas Owen Markov

Witness the hand and seal of the Mortgagor, the day and year first written.  
Gaye K. Haverkos  
Gaye K. Haverkos  
THOMAS OWEN MARKOV, HER HUSBAND, WHO IS  
EXECUTING THIS MORTGAGE FOR THE SOLE PURPOSE  
OF WAIVING HIS HOMESTEAD RIGHTS

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~~\$18.00 MAIL~~

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COOK COUNTY RECORDER

DEPT-01 \*--27-488751

140003 TRAN 7541 09/04/87 10:52:00

DEPT-01 \$16.30

COOK COUNTY RECORDER

DEPT-01 \*--488751-126245

141444 TRAN 1323 03/20/88 15:14:00

DEPT-01 \$18.25

Instrument for ingress and egress, appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration dated December 9, 1971 and recorded December 17, 1971 as document number 2151908 and as amended by document dated March 23, 1972 and recorded March 30, 1972 as document number 21851782 and amended by document dated April 25, 1972 and recorded May 1, 1972 as document number 21884592 and further amended by document dated May 8, 1972 and recorded May 15, 1972 as document number 21902197 in Cook County, Illinois and as created by David from Zale Construction Company Incorporated, a Corporation of Illinois to Paul S. Hoffman and Jocelyn M. Hoffman, his wife, for ingress and egress in Cook County, Illinois

Parcel 2:

Cook County, Illinois

Unit Number 2, Building Number 14, Lot 2, of Unit 2 of Lakeland Villas, being a subdivision of part of the Southwest 1/4 of the Southeast 1/4 of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian, in

Parcel 1:

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LOT 2 - 14 - 1/2 IN LAKEVIEW

VILLAGE UNIT 2 A RESULT OF  
PART OF LOT 4 IN ZALES

SEC 9-42-11

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## MORTGAGE RIDER

This Rider, dated the 30TH day of APRIL, 19 87, amends the Mortgage of even date by and between GAYE K. HAVERKOS, MARRIED TO THOMAS OWEN MARKOV, the Mortgagor, and CENTRUST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION, the Mortgagee, as follows:

1. Subsection (a) of Paragraph 2 is deleted.
2. Subsection (c) (I) of Paragraph 2 is deleted.
3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of Paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.
4. The fourth sentence of Paragraph 3 is amended by insertion of a period after ". . . then remaining unpaid under said Note" and deletion of the remainder of the sentence.
5. Paragraph 15 is amended by the addition of the following:  
 "This option may not be exercised 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."

IN WITNESS WHEREOF, Mortgagor has set his hand and seal the day and year first aforesaid.

Gaye K. Haverkos (SEAL)  
 GAYE K. HAVERKOS  
Thomas Owen Markov (SEAL)  
 THOMAS OWEN MARKOV, HER HUSBAND, WHO IS EXECUTING THIS MORTGAGE FOR THE SOLE PURPOSE OF WAIVING HIS HOMESTEAD RIGHTS.

State of \_\_\_\_\_  
 County of \_\_\_\_\_

SS:

Before me personally appeared Gaye K. Haverkos and Thomas Owen Markov to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he/she/they executed the same for the purposes therein expressed.

Witness my hand and official seal this 30<sup>th</sup> day of April 1987.

[Signature]  
 Notary Public  
 My commission expires May 21, 1988  
 Ronald M. Lake  
 OFFICIAL SEAL  
 My commission expires

RECEIVED  
 OCT 01 1987

Ans'd.....

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## RIDER TO SECURITY INSTRUMENT

FHA Case No. 131:4973793-703

This Rider is a part of and incorporated into Security Instrument dated the 30th day of APRIL, 1987 given by the undersigned covering the property described in the Security Instrument located at:

627 IVY COURT  
WHEELING, IL 60090

the mortgagor shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Security Instrument to be immediately due and payable if all or 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 Security Instrument or not later than 24 months after the date of a prior transfer of the property subject to this Security Instrument, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

  
\_\_\_\_\_  
GAYE K. HAVERKOS BORROWER  
\_\_\_\_\_  
BORROWER  
\_\_\_\_\_  
BORROWER  
\_\_\_\_\_  
BORROWER

P.I.N. # 03-09-404-038