## UNOFFICIAL

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

#### MORTGAGE

THIS INDENTURE, Made this

4th

day of May,

. between

ISMAEL ARROYO. AND BELEN ARROYO, , HIS WIFE MACRINA LAGUNAS, SPINSTER

, Mortgagor, and

MARGARETTEN & COMPANY, INC.

a corporation organized and existing under the laws of the State of New Jersey do business in the state of Illinois, Mortgagee.

and authorized to

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

One Hundred Ian Thousand, Seven Hundred Fifty- Four

and 00/100

110,754.00 Dollars (S ) payable with interest at the rate of

One-Half Per Centum Ten AND

per centum ( 10 6.00 1/2 %) 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 risy designate in writing, and delivered; the said principal and interest being payable in monthly installments of

and 40/100 One Thousand, Thirteen

Dollars (S 1,013.40 on the first day of July 1, 1988 the first day of each and every month thereafter unt I 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 June, 2018

NOW, THEREFORE, the said Mortgagor, for the ever securing of the payment of the said principal sum of money and interest and the performance of the covenants and agr., ments 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 and the State of Illinois, to wit: COOK

LOT 9 IN THE RESUBDIVISION OF BLOCK & IN SCHLESWIG, A SUBDIVI-SION OF PART OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN # 13-35-121-004-0000

DE IT-01 RECORDING T#1111 TRON 1998 95/95/68 19:04:09 #33352 # 🙃 \*-88-191931 COOK COUNTY RECORDER

#### ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

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

TOGETHER with all and singular the tenements nereditaments 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)

TATEOFILLINOIS HUD-92116M (5-80)

MARGARETTEN & COMPANY, INC. 887 WILMETTE ROAD, SUITE F PALATINE, IL 60367

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include the plural, the plural the singular, and the masculine gender shall include the feminine.

THE COVENAUTS 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

FHA#

131 54i 1761 703B

LOAN#

6040 1265

#### FHA ASSUMPTION RIDER TO MORTGAGE

THIS ASSUMPTION RIDER IS MADE THIS 4th DAY OF MAY, 1988 AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT THE MORTGAGE 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 MORTGAGE LOCATED AT: 2861 W. DICKENS

CHICAGO.

ADDITIONAL COVENANTS. IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THE MORTGAGE, BORROWER AND LENDER FURTHER COVENANT AND AGREE 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 12 MONTHS AFTER THE DATE ON WHICH THE MORTGAGE 15 UNDORSED FOR INSURANCE, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN COORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER. (IF THE PROPERTY IS NOT THE PRIMCIPAL OR SECONDARY RESIDENCE OF THE MORTGAGOR, "24 MONTHS" MUST BE SUBSTITUTED FOR "12 MONTHS".)

madano BORROWER ISMAEL ARROYO

BELEN ARROYÖ

BORROWER

It 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 them 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  $\underline{5}$  of pg.  $\underline{3}$  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".

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Mortgagor

MACRINA LAGUNA

annongo **ÍSMAEL ARROYO** Mortgagor

NE-83

under subsection (a) of the preceding paragraph.

incrent to pay ground rents, texes, and assessments, or maurance premiums, as the case may be, when the same shall eye to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such the Nortgager shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such secured hereby, the Mortgagee shall, in dance with the provisions of the Mortgagee has not become of the entire indebtedness represented thereby, the Mortgagee shall, in and the prevented thereby, the Mortgagee shall, in the Mortgagee shall payment of the Mortgagee shall, in the Mortgagee has not become obligated to pay to the Secretary of Housing and Utban Development, and any balance remaining in the Mortgagee has not become obligated to pay to the Secretary of Housing and Utban Development, and any balance remaining in the Mortgagee has not become obligated to pay to the Secretary of Housing said Utban Development, default under any of the provisions of this mortgagee has not become obligated to pay to the Secretary of the Mortgagee acquires the property palance remaining in the Mortgagee shall apply, at the time of the premises covered hereby, or if the Mortgagee acquires the property property alternates and the mortgage of the provisions of this mortgagee shall apply, at the time of the or such proceedings paragraph as a credit property and the succession (a) of the preceding paragraph. fiction to pay ground rents, taxes, and assessments, or infuriance promitime, as the case may be, when the same shall ee me due and payable, the Mortgagor. [[, ποwever, the monthly payment made by the Mortgagor under subsection (b) of the preceding pagen had had been payments actually made by the Mongagee for ground tents, taxes, and assessments, or insurance premiums, as the esse may be, such excess, if the loan is current, at the option of the Mongagor, shall be credited on subsequent payments to be made by the Mongagor, or refunded to If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph cap a exceed the amount of the

involved in handling delinquent payments.

due date of ine 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 (51) for each payment more than fifteen (15) day, in creats, to cover the extra expense Any deficiency in the amount of any such aggregate monthly payment shall, unless it ace good by the Mongagor prior to the

(in lieu of mortgage insurance premium), as the case may be;
(iii) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
(iii) interest on the More secured hereby; and
(iv) amortization of the principal of the said Note.

hereby shall be added together and the aggregate amount thereof shall be applied by the Mortgagor each month in a single payment to be applied by the Mortgager to the following items in the order set for h:

(I) premium charges under the contract of insurance with the Secretary of H. using and Urban Development, or monthly charge

(I) premium charges under the contract of insurance with the Secretary of H. using and Urban Development, or monthly charge

All payments mentioned in the two preceding subsections of this , a ag aph and all payments to be made under the Note secured

to the date when such ground rents, premiums, taxes and so essor ents will become delinquent, such sums to be held by Mortgagee in: (b) A sum equal to the ground rents, if any, next due, plus are oremiums that will next become due and payable on policies of fire and other hazard insurance covering the mortigaged propert (i) to its and assessments next due on the morting the morting the morting already paid the celor tivided by the months to elaps; before one month prior estimated by the Mortgagee) less all sums already paid the celor tivided by the months to elaps; before one month prior

monthly charge (in lieu of a mortgage i...), raise premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstancin. Falance due on the Note computed without taking into account delinquencies or and Utban Development pursur at it the National Flousing Act, as amended, and applicable Regulations thereunder, or If and so long as said Note of eve. . ate and this instrument are held by the Secretary of Housing and Utban Development, a

of Housing and Urban Develo, mr. it, as follows;

(I) If and so long as said Note of ee an date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount; sui 'n. e. it to accumulate in the hands of the holder with funds to pay such permium to the Secretary of Housing mortgage insurance premium, 'n. e. r. to provide such holder with funds to pay such premium to the Secretary of Housing mortgage insurance premium, 'n. e. r. to provide such holder with funds to pay such premium to the Secretary of Housing

(a) An amount sufficient to 1.2 wide the holder hereof with funds to pay the next mortgage insurance premit m if this instrument any the Secretary the More secured hereby are insurance and in the pay the Secretary and the Secret

That, together with, an t in a ddition to, the monthly payments of the principal and injected payable under the terms of the Mote secure; the More is fully paid, the More is fully paid.

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

AMD the said Mongagor further covenants and agrees as follows:

required not 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 Mortgagor shall, in good faith, contest the same or the validity any part thereof or the improvements situated thereon, so long as the Mortgagor shall in good faith, contest the same of the said premises or any part thereof to satisfy the same. It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be

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 Mortgagor. In case of the relusal or neglect of the Mortgagor to make such payments; or to satisfy any proclien or incumbrance other than that for

of insurance, and in such amounts, as may be required by the Mortgagee. 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 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 lies 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 Said of Illinois, or of the county, town, village, or can premise, or any tax or assessment that may be levied by authority of the Said of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof. (3) a sum sufficient to keep all buildings of city in which the said land is situate, upon the Mortgagor on account of the ownership thereof. (3) a sum sufficient to keep all buildings of the said land is situate, upon the Mortgagor on account of the ownership thereof.

AND SAID MORTGAGOR covenants and agrees:

STATE: ILLINOIS UNOFFICIAL CEP 13 541 1761 703

#### "FHA MORTGAGE RIDER"

ISMAEL ARROYO, AND BELEN ARROYO, HIS WIFE AND MACRINA LAGUNAS, SPINSTER

This rider to the Mortgage between ANY 4th , 19 88 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, fremiums, taxes and special assessments, and
- (b) All paymen's mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added too ther 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, i: any, taxes, special assessments, fire and other hazard insurance pieniums.
  - 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 (S1) for each payment more then fifteen (15) days in arrears, to cover the extra expense involved in nandling 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 a tually 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 fore shall become due and payable, then the Mortgagor shall pay to the mortgagee ary 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. 12 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".

MACRINA LAGUNAS

Ennalpuoyo Mortgagor ISMAEL ARROYO Mortgagor BELEN ARROYO

Property of Cook County Clark's Office

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 premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the property precin mortgaged as in its discretion it may deem necessary for the property preservation thereof and any monies so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid preservation thereof and any monies so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid

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 the security intended to be effected by virtue of this instrument, not to suffer, say lien of mechanics men or material men to aid premises; to pay to the Mortgages, as hereinafter provided, until said More 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 situate, upon the Mortgagor on account of the ownership therefolf; (2) a sum sufficient to keep all buildings or city in which the said premises, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings or city in which the said premises, during the continuance of said indebtedness, insured for the Mortgages in such forms of insurance, and in such amounts, as may be required by the Mortgages.

AND SAID MORTGAGOR covenants and agrees:

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 Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgager, 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 MORTGACOR 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 pent 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 Mortgage or the holder of the Note may, at us op ion, declare all sums secured hereby immediately due and payable.

IN THE EVENT of default in rabing any monthly payment provided for herein and in the Note secured hereby for a period of thirty (30) days after the due date thereof, o. in ase 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 'ab', it not is declared to be due, the Mortgagee shall have the right immediately to foreclose this Mortgage, and upon the filling of any bill for the 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 appoint ment of a receiver, or for an order to place Mortgagee in possession of the person or persons liable for the payment of the indeo' on ess 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 o' redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Nor go get 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 renument 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 Lie agagee, 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 Mortgage or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; early 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 Mortgage 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 expressed, 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 includedness secured bereby 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 proceed of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including at arrays', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of filie; (2) all the resource 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 Nortgage with 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 t covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within (30) days after written dema therefor by Mortgagor, execute a release or satisfaction of this Mortgage, and Mortgagor hereby waives the benefits of all statutes or la 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 ecessor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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