503086 131-5425862-703

AND MARA L. RIVERA, HIS WIFE

**MORTGAGE** 

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

311082

day of JULY, 1988 THIS INDENTURE, Made this 5TH

between CARLOS RIVERA JR.

Mortgagor, and

LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS

, a corporation organized and existing under the laws of Texas, Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEVENTY THOUSAND SIXTY FIVE AND 00/100 Dollars payable with interest at the rate of TEN AND ONE-HALF -----(\$ 70,065.00 10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Austin, Travis County, Texas, 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 FORT: AND 92/100 ---- Dollars ) on the first day of SEPTEMBER, 1988 and a like sum on the first day of each and every month thereafter unal the note is fully paid, except that the final payment of principal and interest, if not sconer paid, shall be due and payable on the first day of AUGUST, 2018.

NOW, THEREFORE, the said Morgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 85 IN WILLIAM H. BRITIGAN'S MARQUETTE PARK HIGHLANDS, BEING A

SUBDIVISION OF THAT PART OF THE VIST 1/2 OF THE NORTH EAST 1/4 (EXCEPT

THE WEST 50 FEET THEREOF) OF SECTION 26 TOWNSHIP 38 NORTH, RANGE 13,

EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN 8 OF THE SOUTH OF AND ...
WEST 1/2 OF THE NORT...
NOIS.

1N. 19-26-203-012

3423 W. 7/50 Place Chicago #1774 # COOK C FEET SOUTH OF AND PARALLEL TO THE NOPTH LINE OF THE SOUTH 3/16THS OF SAID WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 26, OF COOK COUNTY, ILLINOIS.

PIN: 19-26-203-012

\$14.00 DEPT-01 RECORDING T#1111 TRAM 8912 07/07/88 14:50:00 #1774 # 9 #-68-296790 COOK COUNTY RECORDER

TOGETHER with all and singular the tenements, hereditaments and appurtenance 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, wile, 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, thee from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Dinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

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 situate, upon the Mortgager 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 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 premises, 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 Mortgagor.

PLEASE MAIL TO:

THIS INSTRUMENT PREPARED BY:

DEED

DIANA L. KELLEY

LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS

700 LAVAÇA STREET AUSTIN, TX 78701

BOX 158

STATE OF ILINOIS HUD ONE-TIME MIP

(B) That, together with, and in addition to, the monthly pay ments 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:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly pay ments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay ment.

It is expressly provided, however (all other provisions of the 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 thereofor the improvements statement, or long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate the transfer or the validity thereof by appropriate the transfer of court of competent jurisdiction, which shall operate to prevent he collection of the tax, assessment, or lien so contested and the sale or intelline of the sament, or lien so contested and the sale or intelline of the sament, or lien as me,

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 sasessaments next due on the mortgaged property (all as estimated by the Mortgages) 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 assessaments and sasessaments; and in trust to pay said ground rents, premiums, taxes and special assessaments; and

All pay ments mentioned in the preceding subsection of this paragraph and all pay ments obe made under the secured hereby shall be added together and the aggregate amount thereby shall be added together and the hortgager each month in a single pay ment to be applied by the Mortgager each month in a single pay ment to be applied by the Mortgager to the following items in the order set for the following items in the order to the o әψ

AND the said Mortgagor further covenants and agrees as follows:

the tax, assessmen satisty the same.

If the total of the payments and eby the Mortgagor under subsection (a) of the preceding paragraph aball exceed the total of the payments actually med by the Mortgagor, or refunded to the preceding paragraphs. The loan is a current, at the option of the Mortgagor, and assessments, or included on subsection of the Mortgagor, or refunded by the Mortgagor, or the preceding paragraph shall not be sufficient to pay ments made by the Mortgagor under subsection (a) of the preceding paragraph analy be sufficient to pay ground rents, taxes, and assessments, or usurance premiums, as the cases may be when the same and the deficiency, on or pay ground rents, taxes, and assessments, or usurance premiums and the deficiency, on or bardore the date when payment of such rents, taxes, assessments, or the Mortgagor and the derivations of the mortgagor and all the Mortgagor and the mortgagor and the mortgagor and pay ment of the Mortgagor and the Mortgagor and the mortgagor and the formations of the formations of the Mortgagor and the same and the same of the formations are default, the Mortgagor and the same of the formations of the formations of the formations are default, the Mortgagor and the formations of the formations are default, the Mortgagor and the same of the formations of the property and the more default and the formations of the formations are default, the Mortgagor and the the the the time the property and the more default and the formations of the f Any deficiency in the same in tof any such aggregate monthly payment shall, unless made good by the Mortgage.

The principal of the same when the same in tof any such aggregate monthly payment and deficiently in the same in tof any such aggregate monthly payment and deficiently in the same in tof any such aggregate monthly payment of deficient and the cach payment more prior to the due date of the next such payment, constitute an event of deficient and each payment more have been and collect a "late charge" not to exceed four cents (46) for each dollar (41) for each payment more fram filteen (15) days in sires a to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph end:

If the total of the payments actually made by the Mortgagor under subsection (b) of the preceding payments end; the floan is current of the payments made by the Mortgagor made in the floan is current of the preceding payments to be made by the Mortgagor made in the floan is current of the payments and the floan is current of the preceding payments to be made by the Mortgagor made in the floan is current of the floan is current of the floan is and a floan in the floan is current of the floan is and a floan in the floan is current of the floan in the floan is current of the floan in the floan is current of the floan in the floan in the floan is an analysis and a floan in the floan in the floan is an analysis and a floan in the floan in

AND AS ADDITIONAL SECURITY for the payment of the indeptendent and hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or heresiter everted on the mortgaged property, insured as may be required from time to time by the Mortgagee against lost by fire and other hazarda, 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 pay ment of which has not been made hereinbefore. All the Mortgagee and renewals thereto loss payable clauses in favor. If and in form acceptable to the hortgagee and renewals therefor shall be mortgagee and renewals thereto loss payable clauses in favor. If and in form acceptable to the Mortgagee and renewals therefore the mediate notice by mail to the Mortgagee, in event of loss Mortgagor will give immediate notice by mail to the Mortgage. In event of loss Mortgagor, and eschinaurance company concerned is hereby authorized and directed to make loss in the mediate of to the Mortgage at its opinc, and directed to make the indeptedness hereby secured or to the restoration or repair of the property damage. In event of the restoration or the mortgage of the property as maying the forecloss are increby secured or to the restoration or repair of the property damaged. In event of foreclosure increby secured or to the mortgage in and to any insurance proceeds, or any pair, thereof, may be mortgaged property in extinguishment of the indebtedness in the purchaser or grantes.

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 lote secured hereby remaining unpaid, are hereby assigned by the Mortgager upon this Mortgages and shall be paid forthwith to the Mortgages to be applied by it on account of the mortgager or to the Mortgages and shall be paid forthwith to the Mortgages to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTCACOR FURTHER ACREES that should this mortgage and the note secured hereby not be eligible for insurance under the Mational Housing Act within ninety (90) days from the date hereof (written statement of any officer of the Secretary of Housing and Urban Development of the Secretary of Housing to Insure said officer of the mortgage, declining to insure said note and this mortgage, declining to the ninety (90) day time from the date of this mortgage, or the holder of the notes and this mortgage, or the holder of the notes and this secured hereby immediately due and payable. This option may not be note may not be noted hereby in mediately due and payable. This option may not be wortgagee's failure to remit the mortgage insurance under the Mational Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Bevelopment.

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgages shall have the right and the Line of the Mortgages shall have the court in which such in the little may at the court in which or site sale, and without notice to the said Mortgagon, or bill is filled may at any time theresiter, either before or after sale, and without notice in the time of such that is the time of such that is the court in the court is the time of such that the time of such that is the time of such that is the time of

applications for appointment of a liver or for an order opland Morgale in possession of the premises of the person or persons liable for the payment of the indeptedess 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 pen dency 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 a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such a mounts 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 or 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 act meys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgag, 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 regaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said the 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 Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor here'y 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 Hortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED snal bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, succes ors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural to singular, and the masculine gender shall include the fermine.

WITNESS the ha	nd and seal of the Mortgagor, t	the day and year first	ritten.	
		CARLES RIV	ERA JR.	
		MARA L. RI	Adriesa.	$\boldsymbol{x}$
			.0	\$ \$3
STATE OF ILLINOIS	) 03.			9
COUNTY OF COOK	) SS: )		U <sub>Sc.</sub>	25.55
I. YHU WHA Do Hereby Certify That	dirsigned. Carbos Rivera, zi	, a notary public, in	and for the Counc, and State aforesaid; Rivera	90
personally known to appeared before me, th	ne to be the same person S is day in person and acknowle	whose name S Olledged that The	subscribed to the foregoing instrument, signed, sealed, and delivered the said	, 1
		act for the uses and	purposes therein set forth, including the	3
release and waiver of				
GIVEN un desouff LISA HON NOTARY PUBLIC MY COMMISSION I	thas duand Notarial Seal this WE PROBASCO L STATE OF ILLINOIS EXPIRES OCT. 22, 1991	5" day or Jul	Jour Feetaxco	
DOC. NO.	Filed for Record in t	he Recorder's Office of	Notary Public	
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day of

of

County, Illinois, on the

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m., and duly recorded in Book

A. D. 19

Page

THE RIDER, DATED THE 5TH DAY OF JULY, 1988, AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN CARLOS RIVERA JR. AND MARA L. RIVERA, HIS WIFE,

THE MORTGAGORS, AND LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS, THE MORTGAGEE, AS FOLLOWS:

- IN PARAGRAPH NUMBER 1 THE SENTENCE WHICH READS AS FOLLOWS IS DELETED: "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 WRITTEN NOTICE OF AN INTENTION TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY (30) DAYS PRIOR TO PREPAYMENT."
- PARAGRAPH NUMBER 1 IS AMENDED BY THE ADDITION OF THE FOLLOWING: "PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE."
- THE FOLLOWING NEW PARAGRAPH IS ADDED TO SUCH MORTGAGE: THE FOLLOWING NEW PARAGRAPH IS 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 MORTAGE IS ENDORSED FOR INSURANCE, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER."

IN WITNESS WHEREOF, CARLOS RIVERA JR. AND MARA L. RIVERA, HIS WIFE HAS SET HIS HAND AND SEAL T'L DAY AND YEAR FIRST AFORESAID.

(SEAL) MARA CRIVERA CARLOS RIVERA JR. 750/1/Co

SIGNED, SEALED AND DELIVERED THE PRESENCE OF

"OFFICIAL SEAL" LISA HOWE PROBASCO HOTARY PUBLIC, STATE DE 11 PROES MY COMMISSION EXPIRES DOT 22