

UNOFFICIAL COPY

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, exceptly those described below,
its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits the said Mortgagee, unless hereby
the State Laws of the State of Illinois, which said rights and benefits the said Mortgagee, unless hereby

settled land, and also all the estate, right, title, and interest of the said Mortagor in and to said premises.
water, or power, and all plumbing and fixtures of every kind for the purpose of supplying now or hereafter standing on
issues, and profits thereon, and all apparatus and furniture, herein set forth, any building now or hereafter standing on

John C. Cook

89485708

89485708

DEF-3 RECORDING
47555-PAH 1184 10/13/89 JI-26100
COOK COUNTY, ILLINOIS RECORDER
88257714

*THIS DOCUMENT IS BEING RE-RECORDED TO ADD CO-BORROWERS SIGNATURE, WHICH WAS
ERRONEOUSLY OMITTED WITH FIRST RECORDING.

WARRANT unto the Mortgagee, its successors and assigns, to whomsoever it may concern, to pay to the said Mortgagor, the sum of money and
interest and the performance of the conditions hereinafter mentioned, does by these presents MORTGAGE and
NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and
WARRANT unto the Mortgagee, its successors and assigns, to whomsoever it may concern, to pay to the said Mortgagor, the sum of money and
interest and the performance of the conditions hereinafter mentioned, does by these presents MORTGAGE and
COUNTRY OF COOK
LOT 21, IN BLOCK 3 IN COBE AND MKRTHNDRN, 63RD STREET, SUITDVISON
OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, AND THE
NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 38
COUNTY, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
CITY OF CHICAGO, IL 60629
6159 S MAPLEWOOD AVE, CHICAGO, IL 60629
PERMANENT, TAX NO. 19-13-421-020

DOLLARS (\$433.09) on the first day of August 1, 1988, and a like sum on
FOUR HUNDRED THIRTY-TWO AND 09/100
monthly installments of
or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in
est, if not sooner paid, shall be due and payable on the first day of July, 2018
the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest-

Then (6) Dollars (\$7,332.00) payable with interest at the rate of
FORTY-EIGHT THOUSAND, THREE HUNDRED THIRTY-TWO AND 00/100
Note bearing even date herewith, in the principal sum of
WITNESSETH, that whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain Promissory
do business in the state of Illinois, Mortgagee,
a corporation organized and existing under the laws of the State of New Jersey
and authorized to

MARGARETTEEN & COMPANY, INC.,
Mortgagor, and
88257714

RICARDO R SMITH, MARRIED, TO ROCHELLE SMITH

THIS INDENTURE, Made this

13th

day of June, 1988

John C. Cook

CD-5B-83110
This form is used in connection with
mortgages issued under the one-to
four-family provisions of the National
Home Act.

131-5327334-748
52100897

MORTGAGE

89485708
9078412 02/12/88

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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 Mortgagor 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 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.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the 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.

AND the said Mortgagor 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 the 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) 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:
- (I) If and so long as said Note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or;
 - (II) If and so long as said Note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth ($1/12$) of one-half (1/2) per centum of the average outstanding balance due on the Note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground 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 (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
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
- (I) 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;
 - (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the Note secured hereby; and
 - (IV) amortization of the principal of the said Note.

Any deficiency, in the amount of any such aggregate monthly payment shall, unless made good by the 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 (\$1) for each payment more than fifteen (15) days in arrear, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor 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 Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payment made by the Mortgagor 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 Mortgagor 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 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 all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property 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 (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.

RECORDED IN OFFICE OF CLERK OF COOK COUNTY, ILLINOIS
ON THIS 14TH DAY OF FEBRUARY, 1973
AT 11:00 AM.

RECORDED IN OFFICE OF CLERK OF COOK COUNTY, ILLINOIS
ON THIS 14TH DAY OF FEBRUARY, 1973
AT 11:00 AM.

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ON THIS 14TH DAY OF FEBRUARY, 1973
AT 11:00 AM.

CHICAGO
MAY 1973
8625714

UNOFFICIAL COPY

3/88 FHA Assumption Rider Form 6

882571

894855708

Property of Cook County
Assumption Rider Form 6

The mortgagee shall, with the prior approval of the Federal Housing Committee, 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, unless pursuant to a contract of sale executed not later than 12 months after the date on which the Mortgage is endorsed for insurance, to a purchaser who has not been approved in accordance with the requirements of the Comptroller. (If the property is not the principal or secondary residence of the Comptroller, "24 months" must be substituted for "12 months".)

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

COVENANTS. (The "Lender") of the Security Instrument located at: 6159 S. Maplewood Avenue, Chicago, IL 60629 covering the property described in the Security Instrument dated to MARGARETEN & CO., INC., given by the undersigned (the "Borrower") to secure Borrower's Note to Deed of Trust or Security Deed (the "Security Instrument") of the same date, is incorporated into and shall be deemed to amend and supplement the Mortgage, given by the undersigned (the "Borrower") to secure Borrower's Note to Deed of Trust or Security Deed (the "Security Instrument") of the same date, dated June 13, 1988 and day of June 1988 and

FHA ASSUMPTION RIDER TO MORTGAGE/DEED OF TRUST

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Property of Cook County Clerk's Office

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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 R SMITH

-Borrower

ROCHELLE SMITH SIGNING NOT AS MORTGAGOR -BORROWER
BUT SOLELY FOR THE PURPOSE OF WAIVING ANY
OR ALL HOMESTEAD AND MARITAL RIGHTS.

-BORROWER

-BORROWER

STATE OF ILLINOIS

COUNTY OF COOK

{ ss:

I, the undersigned, a notary public, in and for the County and State aforesaid, DEPT-91 RECORDING \$16.25
RECEIVED BY CLERK'S OFFICE JUN 14 1988 11:24:00
RICARDO R SMITH, MARRIED TO ROCHELLE SMITH ~~XX ROCHELLE SMITH~~ #6656 # 13 *-88-257714
COOK COUNTY RECORDER

personally known to me to be the same person whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instrument as (his, hers, their) free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this

13th day JUNE, 1988

My commission Expires:
MAY 19, 1989

Christine Mueller

Notary Public

This instrument was prepared by:

MARGARETEN & COMPANY INC
950 W 175TH ST
HOMEWOOD IL 60430

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

and duly recorded in Book

of

Page



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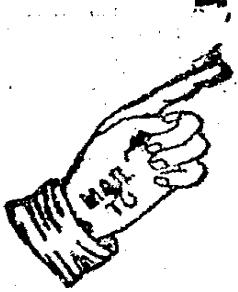
16.25

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Thomas Woods IL 60430

950 W 175th St
Magistrate & Co

MAIL TO:



83485708

88257711

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39485703

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a notary public, in and for the county and State aforesaid,
Do Herby Certify That

ROCHELLE SMITH

, 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 he signed, sealed, and delivered the said instrument as his free and
voluntary act for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.

GIVEV under my hand and Notarial Seal this 2nd day of August, 1905

JOSEPH R. MITCHELL
NOTARY PUBLIC

"OFFICIAL SEAL"
JOSEPH R. MITCHELL
Notary Public, State of Illinois
My Commission Expires June 27, 1990

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