UNOFFICIAL CO

The 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

04/11/3

day of January, 1989

, between

OTHAH HARPER, MARRIED TO WALTER HARPER

. 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

Forty- Six Thousand, One Hundred Ninety- One and 00/100

Dollars (\$ 46 191.00) payable with interest at the rate of

Ten AND One realf Per Centum per centum (10 % 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 Jursey 08830

5185587

or at such other place as the holder nav designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Four Hundred Twenty- Two and 65/100
Dollars (\$ 422.65 on the first day of March 1, 1989 , and a like sum on the first day of each and every month thereafter and 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 February, 2019

NOW, THEREFORE, the said Mortgagor, 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 situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 19 IN MARTIN J HEALY'S SECOND ADDITION TO BRAINARD, A SUBDIVISION OF LOTS 6 TO 43 IN BLOCK 6 IN COLE'S SUBDIVISION OF THE NORTH 90.37 ACRES OF THAT PART WEST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 25-05-217-013
8947 S RACINE ST, CHICAGO, IL 60620

TOGETHER with all and singular the tenements, hereditaments 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.

water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing of 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

14.485068

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THE COVENAUTS HEREIM CONTAINED shall bind, and the benefits and advantages shall inute, 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.

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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 hen 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 exacested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgo for 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 a die on to, the monthly payments of the principal and interest payable under the terms of the Note secured hereby, the Mortgagor will pay to the Mortgagoe, 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, its follows;

 (1) If and so long as said Note of circle date and this instrument are insured or are reinsured under the provisions of the National
 - 1) If and so long as said Note of cree 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 fleu of a mortgage insura are promium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding by a are 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 cases and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefore divided by the number of months to clapse 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.
- (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 5 aid by the Mortgagor 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:
 - (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 and k good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in i treats, 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 e-ceed the amount of the payments actually made by the Mortgagor 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 unpaid under said Note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

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all the reach issues, and profits now due or which may hereafter become due for the use of the premises hereinahove described.

not been made hereinbefore, as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has from time to time by the Mortgagee against loss by fire and other hazard, casualties and contingencies in such amounts and for such periods FRAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, houred as may be required

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee

in and to any informace policies then in torce dual pass to the purchaser of grantee. reablet of tide to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, tide and interest of the Mortgagor the indebtedness hereby secured or to the restoration or repair of the property damaged. In even of foreclosure of this Mortgage or other All insurance shall be carried in companies approved by the Mortgagee and the policies and tenewals thereof shall be held by the Mortgagee. In event of foss Mortgagor will give make and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee, in event of foss Mortgagor will give 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 Mortgagor and the insurance perceeds, or any part thereof, may be applied by the Mortgagee in its option either to the reduction of Mortgage insurance perceeds, or any part thereof, may be applied by the Mortgagee in its option either to the reduction of the distributions of the Mortgagor and the insurance perceeds, or any part thereof, may be applied by the Applied Mortgagor and the insurance proceeds, or any part thereof, may be applied by the Applied Mortgagor and the insurance proceeds, or any part thereof. The requestion of the Applied Applied Mortgagor and the insurance proceeds, or any part thereof, may be requested the applied to the Applied Mortgagor and the insurance proceeds.

to be applied by it on account of the indebtedness secured hereby, whether or not. damages, proceed,, and the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damage, and the premises, or any part thereby and the satent of the full amount of indebtedness upon this blortgage, and the

the Sanonal Housing Act within 60 days from the date bereof (written statement of any officer of the Department of Housing and Urban Development of any officer of the Societary of Housing and Orthan Development dated subsequent to the 60 days' time from the date of this Mortgages of the Mortgag THE MORTOACOR FURLIFIER AGREES that should this Mortgage and the Note secured hereby not be eligible for manrance under

inediately due and payable. cipal ann temaining unpaid to citer with accrued interest thereon, shall, at the election of the Mottgagee, without notice, become im-(30) days after the due date if ereo,, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said prin-IN THE EVENT of the family making any monthly payment provided for herein and in the Note secured hereby for a period of thirty

the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Morkgagee in possession of the premises, or appoint a receiver for the benefit of the Nortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in easy of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied to said a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied to said a deficiency, during the full statutory period of redemption, and such rents. AMD IN THE EVENT that the what of said debt is declared to be due, the Mortgages shall have the right immediately to foreclose this Mortgage, and upon the filing of any black that purpose, the court in which hill is filed may at any time thereafter, either before or after saie, and without notice to the said Mortgage, or any party claiming under said Mortgager, and without regard to the said Mortgager in posterior of the paper of an electric or an order to place Mortgager in posterion of the premises of the paper of an electric or an electric or an analysis of a receiver, or for an order to place Mortgager in posterior of the premises of the paper of the paper

either within or beyond any period of redemption, as are approved by the cou-t-collect and receive the rents, issues, and profits for the use of the premises hereinables neversary to earty out the premises hereinables are reasonable neversary to earty out the Whenever the said Mortgagee shall be placed in possession of ne thore-described premises under an order of a court in which an action to forcelose this Mortgage of a subsequent mortgage, the said fortigagee, in its discretion, may; keep the said premises in good repatering and maintain such insurance in such repatering our may need current of back taxes and assessments as may be due of the said premises; pay for and maintain such insurance in such amounts as about the said premises in the said premises in such amounts and conditions,

wherein the Mortgagee shall be made a party thereto by reason of this Mortgage, its costs and "rocasses, and the reasonable fees and charges of solicitors of the Mortgagee, so made parties, for services in auch suit of 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. lowed for the control's fees, and stenographers' fees of the complainant in such proceeding, and in ease of any other suit, or legal proceeding, evidence and the control and stenographers for documentary AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be alprovisions of this paragraph.

AND THERE SHALL BE IMCLUDED in any decree foreclosing this Mortgage and be paid out of the proceeds of any such decree; (1) All the costs of such suit or suits, advertising, sale, and conveyance, including automeys', solicitors', and stency appropriate for the purpose authorized in the Mortgages, if any, for the purpose authorized in the Mortgage with interest on such advances at the rate set is all the words advanced by the from the time such advances are made; (4) all the secured interest temping unpaid on the indeptedness hereby we cared hereby, from the disciple of the proceeds of the proceeds of sale, if any, shall then be paid to the Mortgages.

which require the earlier execution or delivery of such release or satisfaction by Mortgagee. If Mortgagor shall pay said Sore at the time and in the manner aforesaid and shall abide by, comply with, up, duly perform all the coverance and agreements betein, then this conveyance shall be null and void and Mortgagee will, within (30) days after written demand therefor by Mortgage, execute a release or satisfaction of this Mortgage, and Mortgage hereby waives the benefits of all statutes or laws

11 IS EXPRESSLY ACREED that no extension of the time for payment of the debt beredy secured given by the Mortgagee to any suc-

cessor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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FHA ASSUMPTION RIDER TO MORTGAGE/DEED OF TRUST

THIS ASSUMPTION RIDER is made this 31 is incorporated into and shall be deemed to Deed of Trust or Security Deed (the "Security Deed (the "Borrower MARGARETTEN & CO., INC. (the covering the property described in tat: 8947 S. RACINE STREET, CHICAGO, ILL. 6	ity Instrument") of the same date, ") to secure Borrower's Note to "Lender") of the same date and the Security Instrument located
ADDITIONAL COVENANTS. In addition to the c Security Instrument, Borrower and Lender follows:	ovenants and agreements made in the
The mortgager shall, with the prior a Commissioner, or his designee, declare all immediately dur and payable if all or a otherwise transferred (other than by devise the mortgagor, pursuant to a contract of months after the date on which the Mortgagor purchaser whose credit has not been a requirements of the Commissioner. (If the secondary residence of the mortgagor, "24 months".)	sums secured by this Mortgage to be part of the property is sold or a, descent or operation of law) by sale executed not later than 12 is wondowned knextaxxxxxxxxxxx to a approved in accordance with the property is not the principal or
Normale Hance	JANUARY 31st, 1989
Borrower's Signature Miller At Lease Borrower's Signature	JANUARY 31st, 1989 Date
	Clare
* executed	
OH With (Initial Here)	

STATE: ILLINOISUNO F. F. 1-5 10 A5 -748 COPIE

62202251

DINAH HARPER, MARRIED TO WALTER HARPER

This Rider to the Mortgage between

and MARGARETTEN & COMPANY, INC. dated JANUARY

19 89 is deemed to amend and supplement the Mortgage of same date as follows:
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 here-inafter provided, until said note is fullypaid, (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 Stale 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 ease 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 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 Mortgager shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax hen tipe to 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 hen so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor Earther covenants and agrees as follows:

That privilege is reserve; 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 Mortgigo will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

A sum equal to the ground rents, if any, next due, plus the premium; that will next become due and payable on policies of fire and other hazard insurance covering the morteaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less an jums already paid therefor divided by the number of months to elapte 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 true to pay said ground rents, premiums, taxes and special assessments; and

(b) All payments mentioned in the two preceding subsections of this paraeraph and it payments to be inade under the note secured hereby shall be added together and the averegate amount thereof hill be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order of 1918:

ground rents, if any, taxer, special astessments, tire, and other hazard insurance premiurist interest on the note secured hereby; and amortization of the principal of the said note.

Any desciency in the amount of any such appreprie monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of desails under this mortgage. The Sturgage may collect a "late charge" not to exceed sour cents (4') for each dultar (51) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(a)

If the total of the payments made by the Mortgagor under subsection (NXof 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 payments 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 property adjust any payments which shall

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