UNOFFICIAL COPY In 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

18th

day of July, 1989

. between

ALEXA HOPE REIMER, SPINSTER AND ELOISE W REIMER, DIVORCED AND NOT SINCE REMARRIED

89351713

, 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

Three Thousand, Four Hundred Seventy- One Ninety-

and 00/100

93,471.00) payable with interest at the rate of Doilars (\$

AND One-Half Per Centum Ten

10 AND 1/2 %) per annum on the unpaid balance until paid, and made payable to the order per centum (of the Mortgagee at its office

in Isēlin, New Jer∉≉y 08830

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

Eight Hundred Fifty- Flvar and 26/100

855.26) on the first day of September 1, 1989 . and a like sum on Dollars (\$ the first day of each and every month thereafter un il the note is fully paid, except that the final payment of principal and inter-August, 2019 est, if not sooner paid, shall be due and payable on the first day of

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 ag ements 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

ounty of COOK

and the State of Illinois, to wit:

LOT 29 IN BLOCK 5 IN SUMMERDALE, BEING A RESUBDIVISION OF LOTS

31 TO 40 INCLUSIVE OF LOUIS E. HENRY GUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MER DIAN, AND A SUBDIVI-SION (EXCEPT THE WEST 25 ACRES) OF THE NORTH 1/2 OF THE SOUTH-EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7 TOWNSHIP 40 NORTH; RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAY, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1886 AS IN BOOK 22 OF PLATS PAGE 19 750/Fice AS DOCUMENT NUMBER 713575 IN COOK COUNTY, ILLING PIN # 14-07-219-003-0000

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."

X 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.

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-83-351713			TO. TO. TEN & COMPANAMENTE ROAD, SUIT	JIW 788
Раде	Jo	m., and duly recorded in Book	O,cjock	18.
	day of	County, Illinois, on the	·,	
the said instrument as (his, hers,	ibed to the fore d, and delivered including the	edged that (he, she, they) signed, sealed the uses and purposes therein set torth, oranisal Seal this "OFFICIAL SEAL" Painck M. Gallagher Painck M. Gallagher Painck M. Gallagher Potnick State of Illinois My Commission Expires 6/3/91	wan to me to be the separate my hand and tor the separate my hand and Moder my hand and my hand my hand and my hand my h	personally kno me this day in their) free and homestead. GIVEN m
ereby Certify That		ublic, in and for the county and State a 1915; w seines, or the county and State a		
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18W0110H- 18W0110H-	James	ELOISE W REIMER RELOISE W REIMER		

WITNESS the hand and seal of the Mortgagor, the day and year first written.

THE COVENANTS HEREIN 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 number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any incomparation of mechanics men or material men to attach to said premises, to pay to the Mortgagee, as bereinables previded, until said Mote 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 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 or city in which the 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. 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 AND SAID MORTCAGOR covenants and agrees:

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, 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 premiums, when due, and any monies so paid or expended shall become so much additional indeptedness, secured by this mortgage, to be paid out of proceeds of the mortgage, to be paid out of proceeds 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.

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

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hereby, the Morigagor will tay to the Mortgagee, on the first day of each month until the said Note is fully paid, the following sums: That, together with, and the terms of the payments of the principal and inferest payable under the terms of the Note secures

An amount sufficient to previde the holder hereof with funds to pay the next mortgage insurance premium if this instrument enter Secretary the Mote secured hereby are insured ed, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Utban Develop ent, as follows:

(I) If and so long as asid No. 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 bands of the month of its due done the Housing Act, an amount sufficient in the header of the holder one the provisions of the defined in the header one the provisions of the National Housing Act, an amount sufficient in the header of the holder one the provisions of the definition of the holder one the provisions of the definition of the holder one the provisions of the definition of the deffect of the definition of the definition of the definition of th

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 Hoüsing and Urban Development pursuant to the Vational Housing Act, as amended, and applicable Regulations thereunder; or If and so long as said Note of evel a de, e and this instrument are held by the Secretary of Housing and Urban Development, a littend so long as said Note of evel a de, e and this instrument are held by the Secretary of Housing and Urban Development, a littend so long as said Note of evel and this instrument are held by the Secretary of Housing and Urban Development, a littend so long as said Note of evel and this instrument are held by the Secretary of Housing and Urban Development, a litter and so long as said Note of evel a little instrument, and little i

monthly charge (in Iteu of a mortgage inguitine) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding splance due on the Note computed without taking into account delinquencies or

to the date when such ground rents, premiums, taxes and special as ussments; and other hazard insurance covering the mortgaged property plus taxes and assessments next due on the mortgaged property (all as (b) A sum equal to the ground rents, if any, next due, pire the premiums that will next become due and payable on policies of fire and

All payments mentioned in the two preceding subsections of this p. r. s. aph and all payments to be made under the Mote secured hereby shall be added together and the aggregate amount thereof shall be naid by the Morigagor each month in a single payment to

be applied by the Mortgagee to the following items in the order set for n:

(1) premium charges under the contract of insurance with the Secretary of Cousing and Urban Development, or monthly charge

(in lieu of morigage insurance premium), as the case may be;

(11)

ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; interest on the Note secured hereby; and amortisation of the principal of the said Note. (III)

(VI)

due date of the next such payment, constitute an event of default under this mortgage. The Mortgages may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in creats, to cover the extra expense involved in handling delinquent payments. Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph their exceed the amount of the

property otherwise after default, the Morigagee shall apply, at the time of the commencement of such proceedings or at the time the property 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. 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 dance with the provisions of the More 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 Mortgages of subsection (a) of the preceding paragraph which the Mortgages has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance termining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a land any balance termines in the funds accumulated under the provisions of supergraph of it the Mortgages semijes the ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accorthen the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall ver une and payable, 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 Wortgagor to refunded to the Mortgagor. If, however, the monthly payment made by the Mortgagor under subsection (b) of the preceding preceding presents the monthly payment made by the Mortgagor under subsection (b) of the preceding preceding presents the monthly payment made by the Mortgagor under subsection (b) of the preceding preceding presents the monthly payment made by the Mortgagor under subsection (b) of the preceding presents the monthly payment made by the Mortgagor under subsection (c) of the preceding preceding presents the monthly payment made by the Mortgagor under subsection (b) of the preceding preceding presents the monthly payment made by the Mortgagor under subsection (c) of the preceding preced

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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 Mortgager will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, 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 soount of the indebtedness secured hereby, whether or not.

THE MORTGAGOR JURTHER AGREES that should this Mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act varies 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days' time from the date of this Mortgage, declining to assure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its option, declare all sums secured hereby immediately due and payable.

IN THE EVENT of default in making any monthly payment provided for herein and in the Note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

AND IN THE EVENT that the whole of said debtis declared to be due, the Mortgagee shall have the right immediately to foreclose this Mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness 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 pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, 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 workgagee, 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 try 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 expenditiself such a norms as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in conof 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 indebtodness 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 procee's 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 orneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the minies advanced by the Mortgage, if any, for the purpose authorized in the Mortgage with interest on such advances at the rate set forth in the secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secure. (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 ahide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.



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THE ASSUMPTION RIDER TO MORTGAGE/DEED OF TRUST

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perty described in the Security Instrument located at:	the "Lender") of the same date and covering the pro
	MARGARETTEN & COMPANY, INC.
18 th day of July verse 1989 and and supplement the Mortgage, Deed of Trust of Security Deed (the undersigned (the "Borrower") to secure Borrower's Note to	THIS ASSUMPTION RIDER is made this and is incorporated into and shall be deemed to amer "Security Instrument") of the same date, given by the

WAR-6176 (Rev. 5/19) \$\frac{1}{2} \frac{1}{2} \frac{1}

STATE: ILLINOIS UNOFFICIAL CO

"FHA MORTGAGE RIDER"

Alexa Hope Reimer , spinster and Eloise W. Reimer, divorced and not since remarried This rider to the Mortgage between , 19 89 July 18 Margaretten & Company, Inc. dated 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, premiums, taxes and special assessments, and
- (b) 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 fallowing items in the order set forth:
 - ground rents, if any. taxes, special assessments, fire and other hazard insurance premlums.
 - II. interest on the note served 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 lefault under this mortgage. The Mortgagee may collect a "late charge" ncc to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments accordly made by the Mortgagee for ground rents, taxes, and assessments, or insurance remiums, 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 fare shall be come 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 a 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 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 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".

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