

that the Mortgagee shall not be required to pay, discharge, or remove any tax, assess- ment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee shall, in good faith, content the name 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 no longer and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

(c) In expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), the Mortgagee shall not be required to pay, discharge, or remove any tax, assess- ment, or tax lien upon or against the premises or any part thereof or the improvements situated thereon, so long as the Mortgagee shall, in good faith, content the name 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 no longer and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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 mortgage, as here- inafter provided, until said note is fully paid; (1) a sum sufficient to pay all taxes and assessments on said prem- ises, 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 Mortgagee 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 mortgage, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

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 purpose and uses hereinafter set forth, free from all rights and benefits the said Mortgagee does hereby expressly release and waive.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or heating now or hereafter building on said land, and also all the estate, title, and interest of the said Mort- gagee in and to said premises.

LOT FORTY-FOUR (44) IN BLOCK SIX (6) IN NEW ENGLAND VILLAGE UNIT TWO, BEING A SUBDIVISION OF PART OF THE FRACTIONAL SOUTHWEST QUARTER (1/4) OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OR COOK COUNTY, ILLINOIS ON APRIL 7, 1977 AS DOCUMENT NUMBER 2930791.

PERMANENT PARCEL NO. 07-18-301-044
10 ARROWOOD CT.
STRAKWOOD, IL. 60103

NOW, THEREFORE, the said Mortgagee, 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 pres- ent MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK Illinois, to wit:

payable with interest at the rate of HALF per centum (11.50 %) per annum on the unpaid bal- ance until paid, and made payable to the order of the Mortgagee at its office in IRVINE, CALIFORNIA or at such other place as the holder may designate in writing, and deliver- ed; the said principal and interest being payable in monthly installments of EIGHTY HUNDRED FIFTY (\$ 859.08) on the first day of DECEMBER, 1985, and a like sum on the first day of each and every month thereafter until 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 NOVEMBER, 2015

WITNESSETH: That whereas the Mortgagee is jointly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of EIGHTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100THS Dollars (\$ 86,750.00)

JAMES J. PERROST AND CAROL A. PERROST, HIS WIFE
COBDELL, BANKER RESIDENTIAL MORTGAGE SERVICES, INC.,
a corporation organized and existing under the laws of STATE OF CALIFORNIA
Mortgagee

THIS INSTRUMENT WAS PREPARED BY: JENNIFER STUART
MORTGAGE SERVICES, INC.
1211 W. 22nd STREET, SUITE 727
OAK BROOK, ILLINOIS 60521
THIS INSTRUMENT, Made this 7TH day of OCTOBER, 1985, between

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

MORTGAGE

3467691

NOTE IDENTIFIED

AND the said Mortgagor further covenants and agrees as follows:

~~The private property of the Secretary of Housing and Urban Development shall not be used for any purpose other than the carrying out of the public policy of the United States in the field of housing and urban development.~~

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) 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 (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
- (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 arrears, 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 Mortgagee, 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 Mortgagor 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.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness for said 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 hazards, 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 company approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and such insurance company concerned in hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 30 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 30 DAYS time from the date of this mortgage, declining to insure 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.

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UNOFFICIAL COPYRIDER TO STATE OF ILLINOIS
MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between JAMES J. PREROST AND CAROL A. PREROST, HIS WIFE, Mortgagor, and GOLDWELL BANKER, Mortgagee, dated OCTOBER 7, 1985 revises said Mortgage as follows: RESIDENTIAL MORTGAGE SERVICES, INC.

1. Page 2, the second covenant of the Mortgage is amended to read:

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 following items in the order set forth:
- (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of 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 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 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 (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 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 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 acquires the property otherwise after default, the Mortgagee

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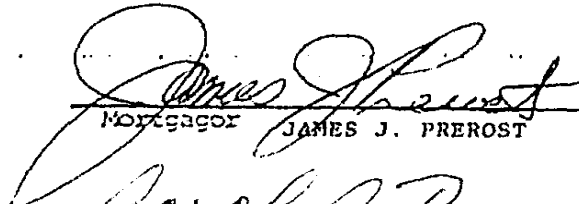
UNOFFICIAL COPY

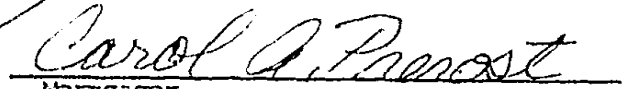
shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

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.

Dated as of the date of the mortgage referred to herein.


Mortgagor JAMES J. PREROST


Mortgagor CAROL A. PREROST

Property of Cook County Clerk's Office

3167691

ILLINOIS

FHA MORTGAGE RIDER

The Rider dated the 7TH day of OCTOBER, 19 85, amends the Mortgage of even date by and between JAMES J. PREROST AND CAROL A. PREROST, HIS WIFE the Mortgagor, and Coldwell Banker Residential Mortgage Services, Inc. the Mortgagee, as follows:

- 1. In the first unnumbered paragraph, page 2, the sentence which reads as follows is deleted:

"That 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."

- 2. In the first unnumbered paragraph, page 2, 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."

IN WITNESS WHEREOF, JAMES J. PREROST AND CAROL A. PREROST, HIS WIFE has/have set their/his hand(s) and seal the day and year first aforesaid.

James J. Prerost (SEAL)
JAMES J. PREROST
Carol A. Prerost (SEAL)
CAROL A. PREROST

State of Illinois, COOK county SS:

I, . . . THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that . JAMES J. PREROST AND CAROL A. PREROST, . . . HIS WIFE, personally known to me to be the same person(s) whose name(s) . ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . The Y . . signed and delivered the said instrument as . . THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7TH DAY OF OCTOBER . . ., 19 85 . . .

My Commission expires: 2/16/87

Florence C. L. L. L.
Notary Public

3467691

1 6 3 4 5 7 8

at o'clock m., and duly recorded in Book of Page of A.D. 19

Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 1985

GIVEN under my hand and Notarial Seal this 7TH day OCTOBER, A.D. 1985

THE UNDERSIGNED JAMES J. PERROST Notary Public

STATE OF ILLINOIS COUNTY OF COOK

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 inure, to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

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 stenographer's fees of the complainant in such proceeding.

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 assess- ments as may be due on the said premises; pay for and maintain such insurance as such amount as shall have been required by the Mortgagee; lease the said premises to the Mortgagee or others upon such terms and condi- tions, 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 ex- pend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN THE EVENT That the whole of said debt is 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 Mortgagee, or any party claiming under said Mortgagee, and without regard to the priority or insolvency at the time of such application 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 re- demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted- ness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

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1363154
REGISTRATION NUMBER

3467691

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Submitted	Oct 8
Address	
Promised	9
Deliver copies	31 AM '85
Address	
Delivered to	
Deed to	
Address	
Notified	

Attorneys: Little
 Elizabeth Furd
 1409 W. North Ave.
 Schaumburg, Ill.