MORTGAGE

This form is used in connection with of end eff tebau between segaptions tour-family provisions of the National Housing Act.

THIS INDENTURE, Made this 11TH day of OCTOBER

81 46 3469844

, 1985 between

ROBERT E. OOSTEMA AND TINA L. OOSTEMA, HIS WIFE

, Mortgagor, and

EVERGREEN HOME FUNDING CORPORATION

THE STATE OF ILLINOIS a corporation organized and existing under the laws of

Mortgagee.

WITNESSETII: 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 FIFTY-SIX THOUSAND THREE HUNDRED TWENTY AND NO/100------ Dollars (\$ 56, 320.00---)

payable with int re;t at the rate of ELEVEN---- per centum (----11.00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CRESTWOOD , or at such other place as the holder may designate in writing, and deliver-ILLINOIS ed; the said principal and interest being payable in monthly installments of SIX HUNDRED FORTY AND DECEMBER 🚫, 1985 , and a like sum on the first day of each and every month thereafter until the note is fully paid, except met the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER 2000

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 countrol COOK Illinois, to wit:

LOT 128 IN WARREN J. PETERS FILENDLY OAK SUBDIVISION, A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION TOWNSHIP 36 NORTH, RANGE 13, LYCEPT THEREFROM THAT PART DEDICATED FOR PUBLIC HIGHWAY) EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

THIS INSTRUMENT WAS PREPARED BY:

DONNA J. PARKER

EVERGREEN HOME FUNDING CORPORATION

4967 WEST 135TH STREET

CRESTWOOD, IL 60445 PROPERTY: 16012 DENIS COURT

OAK FOREST, IL 60452

PURM. TAX #28-21-118-025-0000

TOGETHER with all and singular the tenements, hereditaments and apportenances 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 $\theta(x)$ area, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, fee from all rights and benefits under and by virtue of the Homestend Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as here-inafter 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. 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 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 martgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tox, assessment, or tax her 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 lied so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

THIS INSTRUMENT WAS PREPARED NOFFICIALS CON 131:4090061-203 EVERGREEN HOME FUNDING CORPORATION

4967 WEST 135TH STREET CRESTWOOD, IL 60445

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

This rider attached to and made part of the Mortgage between ROBERT E. COSTEMA AND , Mortgagor, and EVERCREEN HOME FUNDING CORPORATION BARBAGE. TINA L. OOSTEMA, HIS WIFE dated OCTOBER 11, 1985 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor 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 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 therefore 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 reve, 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 egether 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:
 - ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

 - (11) interest on the rote secured hereby, and (111) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgago, 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 (\$1.00) 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 fue 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 become due. If at any time the Mortgagor shall tender of the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the uncunt 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 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 (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

Page 2 the penultimate paragraph is amended to add the following sentences:

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 ROBERT E. OOSTEMA

HIS WIFE

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AND the said Mortgagor further covenants and agrees as follows

REO TLO

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 Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

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 freq of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;

(D) 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 pitur 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 pursoant to the National Housing Act, as amended, and applicable Regulations thereunder, or

(1D) 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 fieu of a mortgage insurance premium) which shall be in an amount equal to une-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;

A sum-cound to the ground rents. If only, next due, plus the tremiums that will next become due and payable on

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and pavable 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 (in onths to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments. If become definiquent, such soms to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and of cital assessments, and

12. All payments actioned in the two preceding subsections of this paragraph and all payments to be made under the note secured be oby 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 Mortgagor to the following items in the order set farth:

(1) premium a bosess under the contract of insurance with the Secretary of Housing and Urban Development, or monthly what is the role of mortgage insurance premium, as the case may be,

(11) ground rents, it was, taxes, special assessments, fire, and other bazard insurance premiums,

(11) interest on the role secured hereby, and

(12) 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 dare of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed for cents (4π) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense " x^{μ} , wed in handling delinquent payments.

If the total of the payments made by the "legggor 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, the loan is current, at the option of the Mortgagor, shall be credited on premiums, as the case may be, such excess, whereom is current, at the option of the Mortgagor, shall be creatted compared to be made by the Mortgagor and excess, whereometric to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (h) of the preceding paragraph shall not be sufficient to pay ground tents, 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 Mortgage 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 Mortgaget, in accordance with the provisions of the note secured harden. Full magnetic of the outer underlying the harden. hereby, full payment of the entire indebtedness represented hereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagen all payments made under the provisions of subsection far of the preceding paragraph which the Mortgagee (as not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining or the funds accumulated under the provisions of subsection (h) 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 sub-section (h) 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 mudander subsection (a) of the preceding paragraph,

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afore so, the Mortgagor does hereby assign to the Mortgagee all the tents, issues, and profits now due or which may her a reg 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 na ards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgager and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been more beginnefore.

insurance shall be carried in companies approved by the Mortgagee and the policies and recewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form receptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by moil to the Mortgagee, why 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 Mortgager pointly, 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 exanguishment 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 annual, are hereby assigned by the Mortgage 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 Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by 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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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 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 re-demption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts 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 oveclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party there he 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 tien and cauge upon the said premises under this mortgage, and all such expenses shall become so much additional indebteriouss secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL . INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including "d'ineys", solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and exemination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mort gage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Morgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreemen's herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Moitgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the Lenefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mo tgi gee.

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 Mortgago, shall operate to release, in any manner, the original finbility of the Mortgagor.

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 reality of | e. • | clude the plural, the plural the s | | uline gender shall include |
|---|--|--|--|---|
| WITNE | SS the hand and | seal of the Mortgagor, the day an | d year first vritten. | |
| ROBERT E | JELGOTUL OOSTEMA | [SEAL] TINA | LA COSTEMĀ, HS W | lema [SEAL] |
| · | ••• | [SEAL] | | [SEAL] |
| STATE OF | ILLINOIS | | | |
| | Cash | 55: | | |
| and TINA person whos person and a | cknowledged that untary act for the | That ROBERT E. OOSTEMA, his subscribed to the foregoi 'IIEY signed, sealed, and duses and purposes therein set forth | s wife, personally kno ng instrument, appeard elivered the said instr h, including the releas | unent as THEIR se and waiver of the right |
| GIVEN | under my hand und | Noturial Scal this | day October Normal | , A. D. 1985 |
| | | | - 1 10 may | Notary Public |
| DOC: NO. | | , Filed for Record in the Recorder's | Office of | |
| | | County, Illinois, on the | day of | A.D. 19 |
| at | a'clock | m., and duly recorded in Boo | ok of | Page |
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70-09-809 CHICAGO TITLE INS,