## PREPARED BY AND LITUROFF COPY (SENDRA KAY FARRELING) FF COPY (

SUITE 390 SCHAUMBURG, ILLINOIS 60195 MORTGAGE

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

THIS INDENTURE, Made this

29TH day of OCTOBER

, 1985 between

BRIAN COLLDOCK AND JEAN COLLDOCK, HIS WIFE NORTHLAND MORTGAGE COMPANY

, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF MINNESOTA Mortgagee.

payable with interest at the rate of TWELVE per centum ( 12,00 %) per annum on the unpaid balance until paid and made payable to the order of the Mortgagee at its office in ST. PAUL

MINNESOTA , 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

SEVEN HUNDRED ON AND 47/100—————Dollars (\$ 701,47 ) on the first day of DECEMBER 1 . 19 85, and a like sum on the first day of each and every month thereafter until the note is fully paid, excep that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day at NOVEMBER 1 . 2015

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 9 IN BLOCK 1 IN DUNHURST SUBJIVISION UNIT NO. 2, PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 1), EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTFUED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 17, 1955, AS DOCUMENT NUMBER 1602023, IN COOK COUNTY, ILLINOIS.

P.I.N.: 03-10-207-040-000

ot winter

THE MORTGAGEE MAY COLLECT A "LATE CHARGE" NOT TO EXCEED FOUR CENTS (4¢) FOR EACH DOLLAR (\$1) OF EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELIT QUENT PAYMENTS.

THIS IS A PURCHASE MONEY MORTGAGE AND IS GIVEN TO SECURE A LOAN WHOSE PROCEEDS HAVE BEEN USED TO PAY ALL OF THE PURCHASE PRICE OF THE PROPERTY DESCRIBED HEREIN BY THE FUNDERS AGNED MORTGAGOR HAS INVESTIGATION AND AND AND ADMINISTRATION OF SUPPLYING OF THE PURCHASE PRICE OF THE PROPERTY DESCRIBED HEREIN BY THE FUNDERS AGNED MORTGAGOR HAS INVESTIGATION OF THE PURCHASE PRICE OF THE PROPERTY DESCRIBED HEREIN BY THE FUNDERS AGNED MORTGAGOR HAS INVESTIGATION OF THE PROPERTY DESCRIBED HEREIN BY THE FUNDERS AGNED HEREIN AND ADMINISTRATION OF THE PROPERTY DESCRIBED HEREIN BY THE FUNDERS AGNED HEREIN AND ADMINISTRATION OF THE PROPERTY DESCRIBED HEREIN BY THE FUNDERS AGNED HEREIN BY THE FUNDERS AGNED HEREIN BY THE FUNDERS AGNED HEREIN BY THE PROPERTY OF TH

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 larth, fice 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.

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-inefter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the 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 expected 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 hen 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.

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13 THF EVENT of default in making any monthly payment provided for herein and in the note secured herein betood 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.

THE MORTGAGOR FURTHER AGRES that should this mortgage and the note secured hereby not be elikible for insurance under the National Housing Act within 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.

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, declate all sums secured hereby immediately due and
analysis.

THAT if the premises, or any part thereof, he condemned under any power of eminent domain, or acquired for a public use, the diamages, proceeds, and the consideration for such acquisition, to the extent of the full amount of and-bredness upon this Mortgage, and the Mote secured hereby remaining unpaid, are hereby assigned by the Mortgage to the Mortgage and shall be paid forthwith to the Mortgages to be applied by it on account of the indebted-ness secured hereby, whether due or not.

All maurance shall be carried in companies approved by the Mortgagee and the polytys and renewals thereof shall be carried in companies approved by the Mortgagee and the polytys and renewals thereof shall be held by the Mortgagee and have attached thereof o lass payable clauses in favo. o' and in form acceptable promptly by Mortgagor will give immediate notice by mail to the Mortgagoe, who may make promptly by Mortgagor, and each insurance company concerned is nerby authorized and directed to make promptly by Mortgagor, and each insurance company concerned is nerby authorized and directed to make payament for such loss directly to the Mortgagee instead of to the Mortgagee at its option either to promptly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to denote of the indeptedness bereby secured or to the fittle to the Mortgaged property in exhibition either indeptedness hereby, all right, title and interest of the Mortgager in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT it the premises, or any part thereof, be condemned under any nower of eminent domain as accurate to accurate the mortgage.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured continued from time to time by the Mortgagee against loss by the Mortgagee and other hazards, casualties and continued in such amounts and for such periods as may be required by the Mortgagee and will pay promptend on the mortgaged property, insurance or the Mortgage of the Mor

AMD AS ADDITIONAL SECURITY for the payment of the indeb edn'ss aforesaid the Jortgagor does hereby assign to the Mortgagore all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereafter become due for the use of the premises hereafter and profits now due or which hereafter become due for the use of the premises hereafter and profits and the use of the premises hereafter and profits now due or which hereafter hereafter and the profits and

ceding paragraph. or before the date when payment of such ground vents, taxes, assessments, or insurance premiums shall be due, or before the Mortgager shall tender to the Martgagee, in accordance with the provisions of the note secured becopy, the Mortgagee shall, in computing the mount of such indeptedness, credit to the account of the Mortgage that made under the provisions of subsection 'c. of the preceding paragraph, the Arthgagee 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 Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions 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 cover a hereby, or if the Mortgagee lacquires the property of such proceeding paragraph. If the time of the commencement of such proceedings or at mortgage resulting in a public sale of the premises cover a horizon to find property is otherwise actually property as otherwise acquired, the balance there are summer of such proceedings under subsection 'a of the preceding paragraph as a credit against the amount of principal then remaining unfair subsection 'a of the preceding paragraph. If the total of the payments rade by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually rade by the Mortgagee for ground rents, taxes, and assessments, or insurance subsection by the Mortgagor, 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, or refunded to the Mortgagor. If, however, the monthly payments and assessments, or insurance to pay ground and payable, then the Mortgagor shall pay to the premiums, as the case may be, when the same shall become due or before the Mortgagor shall pay to the Mortgagor and payable, then the date payable, then the date payable, then the same shall be deficiency, on the long the date provided the Mortgagor shall be determed and payable, the date provided the Mortgagor shall be determed the date the date the date when payment of such ground ents, in accordance with the provisions of the note secured if any time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note secured if any time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note secured if any time the date of the Mortgagor, in accordance with the provisions of the secured

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the dute of the new force of introduction of default under this mortgage. The Mortgagor may collect a "late charge" no type geored four cents (4s) for each dollar (5t) for each payment more than fifteen (15) days in arrears, to cover the exten expense included in handling delinquent payments.

All presents montained in the two preceding subsections of this paragraph and all parameter to be made under the north-ord in the two preceding subsections of this paragraph and all parameter to be added together and the aggregate amount thereof shall be paid by the Mortgage to the following trems in the order set forth:

(I) we amend to be applied by the Mortgage to the following trems in the order set forth:

more at charges under the content of mortgage insurance with the Secretary of Housing and Urban Development, or more all orders agreements, as the case may be,

(II) where the industry that are agreed assessments, tire, and other hazard insurance premiums,

(IV) mitter it, then note secured hereby, and

(IV) amortivation of the principal of the said note.

An arount sufferior to privile 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) (1) If and so long as said note of even date and this instrument are insured to the insurance of the receptual secured under the provision of the Sutional Housing Act, an amount sufficient to accumulate in the bands of the holder and his insurance premium, in order to provide such holder one (1) month pay such holder in the amount sufficient to provide such holder with funds to pay such premium to the date the amount and the arctioner; or the disciplinate for the arctioner; or provide such holder with funds to be sential note to provide such holder with funds to the such premium to the date the insurance or insurance or an amount such holder with funds to the such premium to the Secretary of Housing and Utban to the insurance of the arctional Housing and Utban as amounted in the forth of the Secretary of Housing and Utban to one-wellth (1-12) of one-half (1-2) per centum of the netwerage outstanding belone on the income of comments of the interval of the premium of the interval of the inter

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:

\*auaw 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 prepay.

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## UNOFFICIAL COPY 8

#### FHA PREPAYMENT REGULATION RIDER

•		MORTGAGE	RID	RIDER		
amends the _			OCTOBER of even do	ate by	and betwee	en ,
and	FAN COLLDOCK		, the	MORTGA	AGOR	•
and 1	CRTHLAND MORT	GAGE COMPANY	, the	MORTGA	GEE	
as follows:						_
1. In	Paragraph 📭	GE 2, the senter	ce which rea	ads as	follows is	deleted:
EQU DUE PRO PRI	AL TO ONE OR I ON THE NOTE, VIDED, HOWEVE	S RESERVED TO PAY MORE MONTHLY PAY ON THE FIRST DAY R, THAT WRITTEN I EN AT LEAST THIRT 2 is amended by	MENTS ON THE OF ANY MON NOTICE OF IN	PRINCI TH PRIC TENTION PRIOR	PAL THAT A OR TO MATU I TO EXERC PREPAYMENT	ARE NEXT RITY; ISE SUCH I."
		<del></del>	$C_{\lambda}$			
	y installment	erved to pay the due date."	deot, in wa	or S	in part,	on
IN WITN		BRIAN COLLDOCK A			ear first	aforesaid.
		BRIAN COLLDOCK  JEAN COLLDOCK	Coll	lock Idoci	<u> </u>	(SEAL)
Signed, seal	ed and deliver nce of	//				
Ka	un 111. (	<del>Jutt</del>				

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RIDER

MORTGAGE

mr.1	s Rider. dated the 29TH day of OCTOBER . 19 85 ,
RD	he MORTGAGE of even date by and between that AND JEAN COLLDOCK , the MORTGAGOR
	IAN AND JEAN COLLDOCK , the MORTGAGOR ,
	ORTHLAND MORTGAGE COMPANY , the MORTGAGEE
as follo	
1.	Subsection (a) of Paragraph 2 PG. 2 is deleted.
2.	Subsection (c)(I) of Paragraph 2 PG. 2 is deleted.
3.	the third sentence of Paragraph 3 PG. 2, the words "all payments made under the provisions of (a) of
	paragraph 2 hereof which the MORTGAGEE has not
	become obligated to pay to the Secretary of Housing and
	Urban Development and" are deleted.
4.	The fourth sentence of Paragraph 3 is amended by
	insertion of ( period after " then remaining unpaid
	under said 107E " and deletion of the remainder
	of the sentence.
-	9, 10, 12, 13
5.	Paragraph is amended by the addition of the following:
	"This option may not be exercised when the
	ineligibility for insurance under the National Housing
	ineligibility for insurance order 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."
• • •	NUMBER WEITHOR DELAN COLLEGE AND THAN COLLEGE DAR COL
	witness whereof, Brian Colldock and Jean Colldock has set and seal the day and year first aforesaid.
	0 000
	y Brian Collows (SEAL)
	BRIAN COLLDOCK Colldock [SEAL]
	JEAN COLLDOCK
Signed, in the p	sealed and delivered resence of
Kak	an m Orth

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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 redemption, 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 tents, 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 LASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable cure 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 case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party the e'o by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or colicitors 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 inable hass secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL 3F INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in assuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and assumption of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the nortgage 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 mortgagor.

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 agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the handits 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 Mortgager shall operate to release, in any manner, the original liability 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 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.

* Brian Coli	DOCK		an bold	Idock [SEAL]
	······································	[SEAL]		[SEAL]
STATE OF IL		33;		) /\$c.
aforesaid, Do and person whose person and ack free and volum of homestead.	nowledged that tary act for the	That, Brian Colld O., his wind the subscribed to the foregoing in the signed, sealed, and delivered and purposes therein set forth, in	fe, personally known instrument, appeared rered the said instrumentuding the release	nent as FNUC and waiver of the right
GIVEN un	det my hend end	Noterial Seal this 34H), day	October Haren M.	Oatt Notary Public
DOC. NO.		, Filed for Record in the Recorder's Off	lice of	,
		County, Illinois, on the	day of	A.D. 19
at	o'clock	m., and duly recorded in Book	of	Page

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