

UNOFFICIAL COPY
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This 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 4th day of December 1985, between JOHN B. BEAUMONT, AND NANCY F. BEAUMONT, HIS WIFE

, Mortgagor, and Margarettan & Company, Inc., a corporation organized and existing under the laws of the state of New Jersey and authorized to do business in the state of Illinois, Mortgagee.

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

Eighty Thousand, Two Hundred Eighty-Nine and 00/100 Dollars
(\$ 80,289.00) payable with interest at the rate of
Nine & One-Half Per Centum * per centum (9 1/2 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Perth Amboy, NJ 08862, 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 Six Hundred Seventy-Five and 23/100 Dollars (\$ 675.23) on the first day of February 1, 1986, 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 January, 2016

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:

ATTACHED HERETO AND MADE A PART THEREOF:

LOT ELEVEN HUNDRED EIGHTY TWO (1182) IN ELK GROVE VILLAGE SECTION 2, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 1, 1958 AS DOCUMENT NUMBER 1793822. 3181747

PI #08-28-315-009 621 Grosvenor Lane, Elk Grove Village, IL 60007

SEE ATTACHED LEGAL DESCRIPTION

*"SEE ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS, COVENANTS AND CONDITIONS OF THIS MORTGAGE."

PREPAYMENT 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."

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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DEC 5 4 07 PM '85
REGISTRAR OF TITLES

UNOFFICIAL	Business _____
Unfinished _____	Divorce certificate _____
Address _____	Address _____
Address _____	Delivery instructions _____
Notarized _____	Notarized _____

AMFICO TITLE INSURANCE CO.
2 N. LA SALLE ST.
SUITE 1700
CHICAGO, IL. 60602
#85-05893

✓
✓

DOC. NO. Filed for Record in the Recorder's Office of County, Illinois, on the day of , and duly recorded in Book of Clock Page of

This instrument was prepared by: MARGARETTEH C. GORDON, IAC
887 E WILMETTE ROAD
PALATINE IL 60167

GIVEN under my hand and Notarial Seal, this

Personally known to me to be the same person whose name(s) is(are) subscribed to the foregoing instrument, and
permitted before me this day in person and acknowledged that (he, she, they) signed, sealed, and delivered the said instru-
ment as (his, hers, their) free and voluntary act for the uses and purposes herein set forth, including the release and
waiver of the right of homestead.

JOHN B., BEAUMONT, AND NANCY F., BEAUMONT, HIS WIFE
, the Undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that

STATE OF ILLINOIS
COUNTY OF COOK

-B61-F-0001-

1800-188-

WANCY F. BEAUMONT, HIS WIFE -Bortrower

JOHN B. BEAUMONT -BORTROWER

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

THE COVENANTS HEKERN CONTAINING THE PLURAL, THE SINGULAR, AND THE MASCULINE FEMININE.

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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 Mortgagor 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 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 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 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.

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, 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 Mortgagee, in its discretion, may: keep the said premises in good repair; pay all 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 foreclosure; and in case of 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 indebtedness 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 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 attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage 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 (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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Any deficiency in the amounts of any such aggregate monthly payments made good by the mortgagor prior to the due date of the next such 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. If a mortgagee may call for each payment more often than fifteen (15) days in
 intervals, to cover the extra expense involved in handling delinquent payments.

(17) amorphization of the principal oil (the solid nitrile).

(11) Ground rents, in theory, represent a transfer of value from the landlord to the tenant.

(c) All payments mentioned in the two preceding sections of this paragraph shall be added together and the aggregate amount shall be paid by the mortgagor each month in a single payment due on the last day of the month following the date of the last payment made under the note.

(d) Premiums charged in the lieu of monthly payments of principal, or the like sum may be paid by the mortgagor to the beneficiary in the same manner as the principal, or the like sum may be paid by the mortgagor to the beneficiary in the same manner as the principal.

(b) A sum equal to the ground rents, if any, next due, plus the premiums (that will next become due and payable on the mortgaged property (all as itemized by the mortgagee), less sums already paid therefor under assessments or amounts to be held by Mortgagor to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagor until it fails to pay said ground rents, premiums,

(iii) If and so long as said note or eviden date and the instrument are held by the Secretary of Housing and Urban Development, it may be transferred to another (1-2) consecutive instruments premium which shall be in an amount equal to one without taking into account delinquencies or prepayments.

pay such premium to us as we may require, in order to provide such holder with funds to meet his obligations under the certificate of deposit.

(1) If and so long as said note of even date and this instrument are insured or re-insured under the provisions

(a) An amount sufficient to provide the holder, hereof with funds to pay the next monthly mortgage premium as follows:

Digitized by srujanika@gmail.com

Note: Is fully paid, the following sums:

That, together with, and in addition to, the monthly payments of the principal and interest under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until

The privilege is reserved to pay the debt in whole, or in any amount equal to one or more monthly payments that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

AND the said Master, for further covenants and agrees as follows:

AND THE SPUD MONTAGUE BOUGHT THEIR COUSINS AND BRIDES AS TONIGHTS.

AND SAID MURUGAOGUR GOVERNMENT AGREES:

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2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of January 11, 1982.
1. Under the Note, the initial stated interest rate of 9 1/2 % per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly interest payments will amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
3. Each adjustment to the interest rate will be made effective on the first day of each succeeding year during the term of the Mortgage ("Date").
4. United States Treasury Securities adjusted to a constant maturity of one year ("Index"), and thereafter each month's yield on United States Treasury Securities adjusted to a constant maturity of one year under the Note, is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H, 15(19).
5. The Calculated Interest Rate will be compared to the interest rate being earned prior to the current Change Date.
- (c) The Calculated Interest Rate exceeding called the "Existing Interest Rate". Then, the new Adjusted Interest Rate, if any, will be determined as follows:
- (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will change from the initial interest Rate, herein called the "5% Cap".
- (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Existing Interest Rate plus five percentage points higher or lower than the initial interest rate.
- (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one plus five times the difference between the maximum allowable change over the term of the Calculated Interest Rate (subject to one percentage point), the new adjusted interest rate will be equal to the Existing Interest Rate plus five percentage points higher or lower than the initial interest rate.
- (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one plus five times the difference between the maximum allowable change over the term of the Existing Interest Rate plus five percentage points higher or lower than the initial interest rate.
- (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjustment be more than five percentage (5%) points higher or lower than the initial interest rate, if any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower than the initial interest rate.
- (e) Mortgagor will perform the functions required under Subparagraphs (a), (b) and (c) to determine the new interest rate, if any such new adjusted interest rate will become effective on the Change Date and new adjusted rate, if any such new adjusted interest rate is applicable, than the initial interest rate.
- (f) The next Change Date on which the interest rate is adjusted.
- (g) The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment in the Existing Interest Rate will be made to the Existing Interest Rate in excess of one proviso of 24 CFR 203.49(e)(1) which requires that changes in the index be referred to use any index prescribed by the Department of Housing and Urban Development, Mortgagor will substitute index (giving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.
4. (a) If the Existing Interest Rate changes on any Change Date, Mortgagor will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the mature-

1. THIS ADJUSTABLE RATE RIDER is made this 04th day of December 1985, and is incorporated into and supplements the Mortgage, Deed of Trust or Security ("Mortgage") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to

MARGARETTEN & COMPANY INC
a corporation organized and existing under the laws of the State of New Jersey ("Mortgagee"), covering the premises de-

scribed in the Mortgage and located at

9 1/2 - June-Half Per Centum
NINE & JOHN H. REAUMONT, AND NANCY F. REAUMONT, HIS WIFE

Deed ("Mortgage"), of even date herewith, given by

JOHN H. REAUMONT, AND NANCY F. REAUMONT, HIS WIFE

19. 85, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security ("Mortgage"), to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to

60858462
131-4211807-729

ADJUSTABLE RATE RIDER

For use only within an Adjustable Rate Mortgage, Deed of Trust or Security
Deed must be recorded under section 203(b).
National Housing Act, using the
203(b) (first lien only) or 24(c) of the
Deed must be recorded under section 203(b).

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ity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) any other information which may be required by law from time to time.

- (b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagee to Mortgagor until the first payment date which occurs at least thirty (30) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and the Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Sub-paragraph (c)) for any payment occurring less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.
- (c) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgagee failed to give the Adjustment Notice when required, and (iii) Mortgagor, consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagees, who received such Excess Payments, whether or not any such mortgagee subsequently assigned the Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repayment, or (2) request that all or any portion of such Excess Payments, together with all interest thereon calculated as provided above, be applied as payments against principal.
5. Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

John B. Beaumont ----- L.S.
JOHN B. BEAUMONT

Nancy F. Beaumont ----- L.S.
NANCY F. BEAUMONT

----- L.S.

----- L.S.

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SETTLEMENT AGENT

IN THE PRESENCE OF:
SIGNED, SEALED AND DELIVERED

SIGNATURE
TRUSTEE'S
MORTGAGOR OR
SIGNATURE
TRUSTEE'S
MORTGAGOR OR

NANCY F. BEAUMONT

JOHN B. BEAUMONT

JOHN B. BEAUMONT

FIRST AFORSAID.

----- HAS SET HIS HAND AND SEALED THE DAY AND YEAR

----- IN WITNESS WHEREOF, JOHN B. BEAUMONT & NANCY F. BEAUMONT, his wife -----

IN PART, ON ANY INSTALLMENT DUE DATE, "IN WHOLE OR

"PRIVILEGE IS RESERVED TO PAY THE DEBT, IN WHOLE OR

BY THE ADDITION OF THE FOLLOWINGS:

2. THE FIFTY UNNUMBERED PARAGRAPH OF PAGE TWO, IS AMENDED

(30) DAYS PRIOR TO PREPAYMENT.

TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY

PROVIDED HOWEVER, THAT WRITTEN NOTICE OF AN INTENTION

THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY;

ON THE PRINCIPAL THAT ARE NEXT DUE ON THE NOTE, OR

OR AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS

THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE,

SENTRY WHICH READS AS FOLLOWS IS DELETED:

1. IN THE FIFTY UNNUMBERED PARAGRAPH OF PAGE TWO, THE

-----, THE MORTGAGOR, AS FOLLOWS:

----- THE MORTGAGE, AND JOHN B. BEAUMONT & NANCY F. BEAUMONT, his wife -----

AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTE AND COMPANY, INC.,

THIS RIDER, DATED THE 4th DAY OF DECEMBER , 1985 ,

EHA MORTGAGE PREPAYMENT RIDER

LENDER 6085 8462
FHA 131:421 1807-729

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