# UNOFFICIAL GEAL PM. 131:4414000-703

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

This rider attached to and made part of the Mortgage between

DAVID A. CHUDIK and EILEEN M. CHUDIK, Husband/Wife-----RESTDENTIAL FINANCIAL CORP.

Mortgagor and, Mortgagee,

dated May 19, 1986 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) A sum equal to the ground rents, if any, next due, plus the premuns that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus takes 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 data 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 Morigagor each month in a single payment to be applied by the Mortgage: to the following items in the order set forth:
  - ground rents, if an , laxes, 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 in 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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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

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.

s of the Open Cook County Clark's Office Dated 35 of the date of the mortgage referred to herein.

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## PREPAYMENT OPTION RIDER THE MORTGAGE RIDER

The Rider dated the LYTH day of MAY . . . . LYB6 , amends the mortgage of even date ov and records:

DAVID A. CHUDIK AND EILEEN H. CHUDIK, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. , the Mortgagee, as follows:

 In Paragraph one on 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 the 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, holever, that a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

2. Paragraph one ompropolitis amend**ed by the addition of the** following:

"Priviles» is reserved to pay the debt, is whole or in part, on any installment due tate."

IN WITHESS WORREOF, DAVID A. CHUDIK AND ELLEBOUR, MUDDIK, HUSBAND/WIFE

has s	get his	s hand	and sea	M	analyear f Color Co. D. A. CHUDI	Chiefly	Ald. (SEAL)
				EILF	EN M. CHIA	hull-	(SEAL)
				-10-1-00-00-0			(SEAL)
				along and regarded	e aggres a local a constant and separate and	75	(SEAL)

Signed, sealed and decivered in the presentation of

3515888

# UNOFFELGERA

### **MORTGAGE**

four-family provisions of the National Housing Art.

19TH

THIS INDENTURE, Made this 19TH day of MAY DAVID A. CHUDIK AND EILEEN M. CHUDIK, HUSBAND/WIFE

, Mortgagor, and

Illinois, to wit:

RESIDENTIAL FINANCIAL

a corporation organized and existing under the laws of

NEW JERBEY

Mortgages.

WITNESSETH: That whereas the Mortangor is justly indebted to the Mortange, as is evidenced by a certain promiseory note bearing even date to be a related to the Mortange as is evidenced by a certain promiseory note bearing even date to be a related to the material to th

herewith, in the principal sum of

75,550.00 ,

payable with interest at the rate of

//////////////per centum (

NINE AND ONE-HALF

9,500

96) per annum on the unpaid balance until paid, and made payable

to the order of the Mortgagee at its office in 1445 VALLEY RUAD, MAYNE, NEW JERGEY

place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

SIX HUNDRED TAIRTY-FIVE AND 27 /100

86, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the 19 final payment of principal and leterat, if not sooner paid, shall be due and payable on the first day of

JUNE

NOW, THEREFORE, the cold Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the

performance of the convenants and excertents herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgages, its successors or assigns, the following described Real Estate situate, lying, and being in the County of

LOT 998 IN ELK GROVE VICLAGE 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 PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COUNTY, ILLINOIS, ON MAY 1, 1958 AS DOCUMENT NO. 1793822.

SEE ATTACHED ONE TIME MIP RIDER ADDE A PART HEREOF.

SEE ATTACHED PREPAYMENT OPTION RIVER MADE A PART HEREOF.

PREIN#08-28-311-031 MC

Common Address: 586 Onk

E1k Grove 111 age, IL 60007

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto be sensing, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of suppyling or distributing heat, light, water, or picter, 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 extate, right, title, and invest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurienances and fixtures, unto the said Management 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 Homeste at Eximption 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 fien of mechanics men or material men to attach to said premises; to pay to the mortgages, as hereinafter 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 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 mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

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	.basiss	bins and benevial bhas muri to trigh and to n YAH // yab	dged that THEY signed, sealed, including the release and waive	Unit day in person and actinowle
	•	HNDIK' HNEBVAB		Do Hereby Certify That and

(SEVI) (SEVE) WITNESS the hand and seal of the Mortgagor, the day and year first written aninimal oth ebutoni liads vebrag

(SEVE)

estandates ancessors, and sesigns of the parties hereto. Wherever used, the singular not be-shall include the plural, the plural the singular, and the masculine THE COVENANTS HEREIN CONTAINED shall bind, and the condition and advantages shall insure, to the respective heirs, executions,

(SEVT)

of the Mortgagor shall operate to release; in any manner, the original liability of the Mortgagor. IT IS EXPRESSLY AGREED that no extension of the time for paynonial of the time for paynonial of the content of the mortgages to any successor in interest

release or satisfaction by Mortgages.

sements herein, then this conveyance shall be call and void and wit rige see will, within thirty (30) days after written demand therefor by Mortgagor, execute a need a saturation of this mortgage, and Mortgagor hereby waives the catalate of all statutes or takes a saturation of this mortgage, and Mortgagor hereby waives the catalate of all statutes or takes a saturation of this mortgagor. W Montangor shall pay said note at the time and in the tark of seesaid and shall shide by, comply with, and duly perform all the covenants and

Mortgagor. unpaid on the indebtedness hereby secured; (4) all the sai, set, the indeptedness hereby secured; (4) all the be paid to the proceeds of sale, if any, shall then be paid to the morgage with interset on such advances at the rate set & 4th in t. a note secured hereby, from the time such advances are made; (3) all the secured interest remaining

decumentary evidence and cost of said abstract and the fact (2) all the moneys advanced by the Mortgages, if any, for the purpose authorized in the such decree: (1) All the costs of such suit or such acyertaing, sale, and conveyance, including attorneys', solicitors', and stanographers' fees, outlays for AND THERE SHALL BE INCLUDY O is any decree foreshoung this mortgage and be paid out of the proceeds of any sale made in pursuance of any

ness secured hereby and be sallowed in any de roe foredosing this mortgage. suit or proceedings, shall be a further lien (n) charge upon the said premises under this morgage, and all such expenses shall become so much additional indebtedof this mortgage, its custs and exp. ......, and the reasonable fers and charges of the attorneys or solicitors of the Mortgages, so made parties, for services in such abstract of title for the purpose of a sch for eclosure; and in case of any other suit, or legal proceeding, wherein the Mortgages shall be made a party thereto by reason

solicitor's fees, and stanogramment free of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete VND IN CV2E OF PORCLOSURE of this monteses by said Montesess in any court of law or equity, a reasonable sum shall be allowed for the necessary to cerry out it a provisions of this paragraph.

receive the reats, issue 4.2 A croftts for the use of the premises hereinshove described; and employ other persons and expend itself such amounts as are reasonably premises to the Mortgace or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and bias et massiments as mus de due on the said primities; pay for and maintain aron in such amounts as amounts as any be due no this said primities; pay for and maintain aron in such a mount and a manual farms and a mount and a mount and a mount a mount and a mount a mount and a mount a foreclose this mortgage or a subsequent mortgage, the said Mortgages, in its discretion, may; keep the said premises in good repair; pay such current back taxes and

Whenever the said Mortgages shall be placed in possession of the above described premises under an order of a court in which an action is pending to preservation of the property.

issues, and profits when collected may be applied toward the payment of the indebtedness, ones, insurance, and other items necessary for the protection and said premises during the pandency of such foreclosure suit and, in case of sale and a deficiency, during the stautory period of redemption, and such rema, placing the Mortgages in possession of the premises, or appoint a receiver for the benefit of the Mortgages with power to collect the rents, leaues, and profits of the 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 receiver, or for an order to place Mortgages in possession of the premises of the person or persons table for the payment of the indebtedness secured hereby, and Montgagor, or any party claiming under said Montgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a 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

VAD IN LHE EVENT That the whole of said debt is declared to be due, the Mongages shall have the right immediately to foreclose this montages, and accrused interest thereon, shall, at the election of the Mongages, without notice, become immediately due and payable. due date thereof, or in case of a breach of any other coverant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with

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

TOU SHALL BE EXECUTED. A ONE PAGE DOCUMENT ENTITLED "ONE TIME MIP MORTGAGE RIDER" WHICH EXECUTION HEREOF IS INCOMPLETE UNLESS THERE IS ATTACHED HERETO A

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COUNTY OF COEN

CHODIK

STATE OF ILLINOIS

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AND the said Mortgagor further convenants and surees as follows:

That privilege is received to populse dobt in whole, or firm amount equal to one or more marklely payments on the principal that are nest due on the note, on the first day of any-month prior to materially provided, however, that written notice of an intention to excesse ouch privilege to given at least thirty (30) days prior to propayment. SEE ATTACHED PREPAYMENT OPTION RIDER

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 Mortgagos, 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:
  - (1) If and so long as said note of even day 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 fleu of a mortgage (naurance premium) which shall be in an amount equal to one-twelfth(1/12) of one-half(1/2) percentum of the average out aciding 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 same alread; pat i 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 be recome 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 proceding 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 Mortgagoe to the following items in the order factorin:
  - premium charges under the comize to Insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the come may be;
  - (11) ground rents, if any, taxes, special a sessitients, fire, and other hazard insurance premiums;
  - (111) interest on the note secured hereby; and
  - (IV) amortization of the principal of the said new

Any deficiency in the amount of any such aggregate monthly "as ment 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 I fortgages may collect a "late charge" not to exceed four cents (48) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the excellence involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the providing paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, in 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 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 in its, 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 I for gasee any amount necessary to make up the deficiency, on nor 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 Mortgages, in accordance with the provisions of the note secured hereby, full payment of the entire indeb siness represented thereby, the Mortgages shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made in the provisions of subsection (a) of the preceding paragraph which the Mortgages has not become obligated to pay to the Secretary of Housing and Urban 12 in the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgages acquires the property inherwise after default, in Mortgages 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 indebtadness aforesaid the Mortgagor does hereby sast to the Mortgagor all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinshove described.

THATHE 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 companies approved by the Mortgages and the policies and renewals thereof shall be held by the Mortgages and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgages. In event of loss Mortgagor will give immediate notice by mail to the Mortgages, 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 Mortgages instead of to the Mortgagor and the Mortgages jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgages 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 grantes.

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 Mortgage 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 ninety 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 ninety days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgages or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.