UNOFFICIAL 3 4 3 4 131:4492825-703B 6086-3296

FHA MORTGAGE PREPAYMENT RIDER

THIS RIDER, DATED THE 22nd DAY OF OCTOBER ,19 86 ,		
AMENDS THE MORTGAGE OF EVEN DATE BY AND BETWEEN MARGARETTEN AND COMPANY,	, INC.,	
THE MORTGAGEE, AND JAMES R. GENTILLE AND KATHLEEN GENTILLE, his wife		
, THE MORTGAGOR, AS FOLLOWS:	- 	
1. IN THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, THE SENTENCE WHICH READS AS FOLLOWS IS DELETED: THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR 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 FARCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY (30) DAYS PRIOR TO PREPAYMENT.	•	
2. THE FIFTH UNNUMBERED PARAGRAPH OF PAGE TWO, IS AMENDED BY JHE ADUITION OF THE FOLLOWING:		
"PRIVILEGE IS PESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE."		
IN WITNESS WHEREOF, JAMES & CENTILLE AND KATHLEEN GENTILLE, his HAS SET HIS HAND AND SEAL THE DAY A		
FIRST AFORESAID. SAMES R. CENTILLE JAMES R. CENTILLE	_MORTGAGOR TRUSTEE'S SIGNATURE _MORTGAGOR	
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: Meele Martin SETTLEMENT AGENT		からおうないらい
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Property of Coot County Clert's Office

STATE: ILLINOIS UNOFFICIAL C 131:4492825-7038

"FHA MORTGAGE RIDER"

his wife

and This rider to the Mortgage between JAMES R. GENTILLE AND KATHLEEN GENTILLE,/ Margaretten & Company, Inc. dated OCTOBER 22 amend and supplement the Mortgage of same date as follows: is deemed to 86

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, and
- All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums.
 - interest on the note secured hereby, and
 - amortization of the principal of the said note. 111.

Any deficiency in the amount of 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 fandling 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 Mortgager for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full paymentof 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 acquired 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.

Paragraph 5 of pg. 3 is added as follows: "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".

MORTGAGOR GENTILLE

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MORTGAGE

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

1-44/2825-703B

THIS INDENTURE, Made this 22nd and day of the October the R GENTILLE, AND KATHLEEN GENTILLE, HIS WIFE

Margaretten & 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

Sixty Thousand, Six Hundred Twenty and 00/100) payable with interest at the rate of **Dollars**

60,620,00

Nine & One-Palf Per Centum per centum (5 % 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 Jelivered; the said principal and interest being payable in monthly installments of

Six Hundred Tillyty-Three and 48/100

Dollars (\$ 633,48 of Liecember 1, 1985, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November , 2001

NOW, THEREFORE, the said Mortgager, 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 Mc etg igee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of COOK Illinois, to wit:

CUMMING'S SUBDIVISION OF THE 99 FEET OF THE EAST 220 F THE SOUTHEAST 1/4 OF SEC

18-02-405-047

"REFERENCES HEREIN TO A MONTHLY MORTGAGE-INSURANCE PREMIUM ARE AMENDED OR DELETED BY THE ATTACHED RIDER TO THIS MORTGAGE."

> PREPAYMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF

TOOETHER 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.

UNOFFICIAL COPY

JANIANO SANTINIANO SAND

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Deliver cedy. 10 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	3562434 3562434 Submitted by Section S
Trust Trust	DOC. NO. Filed for Record in the Recorder County, Illinois, on the at o'clock m., and duly recorded in B
	This instrument was prepared by: Margaretten & Company, Inc. 887 E UILHETTE POAL PALATINE IL 60.67
day Soldier, 1982 Muss Machine Moiory Fublic	CIVEN under my hand and Notatial Scal this
they) signed, sealed, and delivered the said instru-	personally known to me to be anne person whose name(s) is(peaced before me this day in person acknowledged that (he, she, ment as (his, hers, their) free and ve'untary act for the uses and pur waiver of the right of homestead.
S HIFE	THES R GENTIL LE, AND KATHLEEN GENTILLE, HI
	STATE OF ILLINOIS COUNTY OF LASTER PUBLIC IS SELECTED ASSESSED AS SELECTED AS
TSW0TTOM-	and and the face and the gas and the cap for
TILLE, HIS WIFE -BOTTOWer	

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective fielts, 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 femining

WITNESS the hand and seal of the Mortgagor, the day and year first write

UNOFFICIAL GORY 4 3 4

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 Mortgager to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due of not.

THE MORTG. C.C. 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 of 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 or tellisive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured horsely 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 send debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filling of any bill for that purpose, the court in which such bill is filled may at any time thereafter, either before of after sale, and without notice to the said Mortgagor, or any party claiming under said MortgagorEand Softhe titer gard to the solvency or insolvency at the time of such applications for appointment of a receiver or for an endergo place Mortgagee in possession of the premises of the persons or persons liable for the payment of the indepte liness 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 uncleancy, 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 bove 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 offers 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 exploy other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

FANDINGAGE OF FORECLOSEIRE of this mortgage by said Montgagee in any cour. c. 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 arguet 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. (10.11.10.00.5).

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 evident dence 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 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 55% 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.

ceding paragraph.

If the total of the sparments made by the Mortgagor under subsection (b) of the preceding par 18: 4th shall exceed the total of the sparments made by the Mortgagor under subsection (b) of the preceding par 18: 4th shall exceed the shall be credited on the made by the Mortgagor under subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor, 11; however, the monthly payments or be made by the Mortgagor, or refunded to the Mortgagor, 11; however, the monthly payments to be made by the Mortgagor, or refunded to the Mortgagor, 11; however, the monthly payments and payable, then the Mortgagor shall ender to the Mortgagor and the case may be, when the same shall become and payable, then the Mortgagor shall the protestion (c) of the preceding paragraph and rents, taxes, assessments, or insurance premiums shall be due, or before the Mortgagor shall the Mortgagor and payment of such ground rents, taxes, assessments, or insurance premiums shall be due, or before the Mortgagor shall ender to the Mortgagor all payment of such indebtedness, credit to the Mortgagor all payment of such indebtedness, credit to the Mortgagor all payment of such indebtedness, credit to the second of the Mortgagor all payment of such indebtedness, credit to the Mortgagor all payment of such indebtedness, credit to the Mortgagor all payment of such indebtedness, credit to the Mortgagor all payment of such provisions of the Mortgagor shall provisions of this mortgagor engulial and under the provisions of the Mortgagor engulial under the provisions of this common to such indebtedness, credit apply, at the Mortgagor all payment made under the provisions of the Mortgagor engulial provisions of this common to the Mortgagor shall provisions of this ordinal payment of such provisions of the Mortgagor engulial under such provisions of the come of the companies and the provisions of this common to the Mortgagor shall properly adjust and payment and the funds accumulated under subscrion (b) of the preceding payment and the provisions of

Any defleiency in the amount of any such aggregate monthly payment shall, unless made got at the Mortgagor prior to the due due of the next such payment, constitute an event of default under this mortgage. It Mortgagor may collect a "fate due date of the next such payment, constitute an event of default under this mortgage. It Mortgagor prior constitute an event of default under this more man filteen (15) days in the due date of the next such payment, and cach payment more man filteen (15) days in

(c) All payments mentioned has hee 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 Mortgagec to the following items in the o der set forth:

[16.7.6 11] The mainty charge in the applied by the Mortgagec to the following items in the oder set forth:

[17.6.7.6 11] ground rents, if any, taxes, special assessments, fire, and other hazard insurance treatments:

[18.7.7.7.1.1] Mitterston the angular charge in the case may be content of mortgage insurance with the section of the said note.

[19.7.7.7.1.1] Mitterston the principal of the said note.

(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 works. So sums attendy paid therefore the most gready paid therefore divided by the mortgaged property (all as estimated by the Mortgage) less ill sums attendy paid therefor divided by the number of months to clapse before one month prior to the date, when such ground rents, premiums, taxes and assessments to clapse before one month prior to the date, when such ground rents, premiums, taxes and assessments and seeds makes become delinquent, such sums to be held by Mortgage in trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgage in trust to pay said ground rents, premiums, taxes and seeds makes and seeds and se

instrument and the note secured hereby are formed for a monthly charge (in lieu of a mortgage insurance premium) if they are field by the Secretary of Housing and I to a Development as follows:

If they are field by the Secretary of Housing and I to a Development are insurance of a mortgage insurance premium) which shades of the housing and I to a monthly charge. It is and the standard of the shades of the housing are insurance of the housing and I to a monthly charge. It is and so long as said note of come for the final mortgage outstanding believed without taking into one insurance of the mort are held by the Secretary of Housing and Urban to note; welly (I/2) of one-half (I/2) per centum for the secretary of Housing and Urban to note; welly (I/2) of one-half (I/2) per centum for the secretary of Housing and Urban to note of the mort are held by the Secretary of Housing and Urban to note; welly (I/2) of one-half (I/2) per centum for the secretary of Housing and Urban to note of the more are held by the Secretary of Housing and Urban to note of the more are held by the Secretary of Housing and Urban to note of the more are held by the Secretary of Housing and Urban to note of the more are held by the Secretary of Housing and Urban to note of the more are held by the Secretary of Housing and Urban to note the second of the more are held by the Secretary of Housing and Urban to note the second of the more are held by the Secretary of Housing and Urban to note the second of the more are held by the Secretary of Housing and Urban to note the second to the second the premium which the will next become due and payable on the note on the no

That, together with, and in addition 13, the monthly payments of the principal and interest payable under the terms of the note secured hereby, the Marigagor will pay to the Mortgagee, on the litst day of each month until the said note is fully paid, the following sum:

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 are 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-

ANA the said Morigagar, further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgage shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax, en upon or against the premises described herein or any part thereof or the improvements situated thereon, so lony 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.

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. 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 indeptedness, secured by this mortgage to any moneys so paid or expended shall become so much additional indeptedness, secured by this mortgage to

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-instite 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 Mortgager on account of the ownership thereof; (2) as um sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedeness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee

AND SAID MORTGAGOR covenants and agrees: