This rider attached to and made part of the Mortgage between MICHAEL G. IALICH, JR. Mortgagor, and LYONS MORTGAGE CORP Mortgagee, dated NOVEMBER 4,1986 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 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, prem'ums, 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 mertioned in the two preceding subsections of this paragraph and all payments to be made inder 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 cay, taxes, special assessments, fire, and other hazard insurance premiums; interest on the note secured hereby; and
 - (II)
 - (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 que date of the next 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 payments made by the Mortgrgor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or itsurance premiums, as the case may be, when the same shall become due and payable, 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 If there shall be a default under any of the provisions of this the preceding paragraph. mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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.

Dated as of the date of the mortgage referred to herein.

MICHAEL G. IALICH

FHA

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Property of Coot County Clerk's Office

UNOFFICIAL CORY 4-4

CASE #131:4577184-703B #0000212662

LMC	#	025860303	_

MORTGAGE RIDER

The Rider, dated the 4th. day of NOVEMBER, 1986,
amends the Mortgage of even date by and between
MICHAEL G LALICH, JR.
<u></u>
the MORTGAGOR(S), and LYONS MORTGAGE CORP, AN ILLINOIS CORP. the Mortgagee
as follows:
1. In the first unnumber & paragraph, page two, the sentence which reads as follows is deleted.
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 chirty (30) days prior to prepayment.
2. The first unnumbered paragraph, page two, is amended by the addition of the following: "Privilege is reserved to pay the debt, in whole or in part, on any
installment due date."
IN WITNESS WHEREOF, MICHAEL G. LALICH, JR.
has set his hand and seal the day and year first aforesaid. (SEAL) MICHAEL G. LALICY, JR. (SEAL)
(SEAL)
" OFFICIAL SEAL" CHARLES P. WOTTRICH NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/V00 Signed, sealed and Velivered
in the present of ollus

3564744

UNOFFICIAL COPY

Property of Coot County Clerk's Office

The burn is used in connection with providing the injured under the ane-ta-faurism the National Hausing Act:

THIS INDENTURE, Made this 4th. day of NOVEMBER 1986 between MICHAEL G. LALICH, JR., MARRIED TO "LAURA LALICH WHO IS SIGNING FOR PURPOSES OF PERFECTING THE WAIVER OF HOMESTEAD RIGHTS."

LYONS MORTGAGE CORP

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

SEVENLY SIX THOUSAND SIX HUNDRED FOUR AND 00/100

Dollars (\$ 76,604.00 ⁾

payable with interest at the rate of per centum (9.50000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in ROLLING MEADOWS, IL 60008 or at such other place as the holder may designate in writing, and deliver-

ed; the said principal and interest being payable in monthly installments of

SIX HUNDRED FOR AND 13/100 Dellars to 644.13 , 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 DECEMBER, 2016

NOTE IDENTIFIED (IN ON NOW, THEREFORD, 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 WARPANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

LOT 25 IN SANDRIDGE SUBDIVISION UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH ... CE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COCK COUNTY, ILLINOIS ON OCTOBER 25, 1977 AS DOCUMENT NO. 2976594, IN COCK COUNTY, ILLINOIS.

P.I.N. 32-13-401-037 C/K/A: 2309 207 th ST.

See attached Prepayment Rider move a part hereof.

See attached One Time MIP Rider make a part hereof.

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 hereiter 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 hereir 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.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said primises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this in tri ment; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Montgage, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments of 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 expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgoged 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.

Replaces FHA-2116M, which may be used until supply is exhausted

STATE OF ILLINOIS HUD-92116M (5-80)

ddress_ Submitted by Deliver certif.to Promised _ address_ Notified_ 3564744 Deed to ... Address_ Deliver duplicate Trust 3564 o- ton esci

GREATER ILLINOIS
TITLE COMPANY

Property or Coot County Clerk's Office

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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 forcelose 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 hable 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 suid 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, laxes, 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 Mortgage, 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 und 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 case for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such fereclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party there's reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or said tors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge apon the said premises under this mortgage, and all such expenses shall become so much additional indebied ass 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 mortgag, 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 wid principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Nort gagor.

If Mortgagor shall pay said note at the time aid in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreement, berein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the bejefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgague.

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.

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.

<u> </u>		SEAL	•
"LAURA LALICH IS SIGNING OF			
OF PERFECTING THE WAIVER O	JF HOMESTEAD RIGHTS."		
STATE OF ILLINOIS			
	8.5;	/\c.	
COUNTY OF COOK			
0001111 01			
1. THE UNDERSIGNED	a notary pu	blic, in and for the county and Sta	ite
aforesaid, Do Hereby Certify That	MICHAEL G. LALICH, JR., 2000 AND	M Laura Lalich	
and-	, his wife, per	sonally known to me to be the sai	me
person whose name	subscribed to the foregoing instrum		
person and acknowledged that	signed, sealed, and delivered th		••
free and voluntary act for the uses a	and purposes therein set forth, includin	g the release and waiver of the rig	zhi
of homestead FFICIAL SEAL CHARLES P. WOTTRICE		/ !	
CHARLES P. TO THOU	ie l	· 11	
G NOTARY PUBLIC, STATE OF ILLINO	Seal this 4th day N	ovember 1 A. b. 1986	
A MA. CUMMIZZION. EXELUCA LA M. 2	76-30-41. (III.S 3/41.) day	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
**************************************	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	JIM WILLIAM	
		A COMMON	
Commission Expires		Notary Public	_

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

Notary Public

alice [SEAL]

ai

o'clock

m., and duly recorded in Book

Page

108:91 W91126:00H

AND the said Mottgagor further covenants and agrees as follows:

that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay-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, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the hollowing sums:

(b) An amount sufficient to provide the hollowing sum in 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:

(c) If and so long as anid note of even date and this instrument are insured or are reinsured under the provisions of the Mational 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 prior to its due date the source of the holder one (1) month as amounted, and applicable (8 gegulations thereunder; or Development pursuant to the Secretary of Housing and Urban Development pursuant to the Secretary of Housing and Urban Development pursuant to the Secretary of the average outstanding balance due on the mount equal to one-twellth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note companions and amount equal to the ground rents, if any, next due, this the premiume that will next become due and payable on one-twellth (1/12) of one-half (1/2) per centum of the average outstanding balance due and payable on the monthy of the green in the premium of the succession of the green payable on the mounts to other payable on the mounts of the average outstanding balance due and payable on the mounts to elapse before one month prior to the date when such ground rents, it any, next due, the date when such ground rents, premiums, and assessments, and assessments, and assessments, and assessments, and assessments; and contains and assessments; and assessments

(c) All payree's isentioned in the two preceding subsections of this paragraph and all payments to be made under the note secure. It is not in the two preceding subsections of this paragraph and all payments to be made under the month in a single payment to be applied by the Mortgage to the following items in the order set forth:

(I) premit a single payment to be applied by the Mortgage to the following items in the order set forth:

(II) premit a single payment to be applied by the Mortgage to the following items in the order set forth:

(III) ground rents if any, taxes, special assessments, tire, and other bazard insurance premiums;

(IV) amortization of the rent hereby, and

(IV) amortization of the rate of the said note.

Any deficiency in the amoust of any such appregate monthly payment shall, unless made good by the Mortgagee may colto the due date of the next such pryment, constitute an event of default under this mortgage. The Mortgagee may coltoct a "late charge" not to exceed in the first charge charge" not to exceed the extra expense. The Mortgager under subsection (5) of the preceding paragraph shall exceed the total of the payments mude by it p. Mortgager under subsection (b) of the preceding paragraph shall exceed moust of the payments mude by the Mortgager under subsection (b) of the preceding paragraph shall exceed moust of the payments mude by the Mortgager under subsection (b) of the preceding paragraph spall exceed

subsection (a) of the preceding paragraph which the mortgage of is not obcome unitgated to pay to the provisions of Housing and Urban Development, and any balance temaining in the funds accumulated under the provisions of this of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of the provisions of the proceedings of the precedings of the proceedings of the proceedings of the commencement of such proceedings of the time of the commencement of such proceedings of the time the proceeding accumulated under subtree time the proceeding paragraph as a credit against the amount of principal then remaining unpaid 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 risks under subsection (a) of the preceding paragraph. ceding paragraph. he any time mengages since the computing the mortgages shall, in computing the hortgages shall, in computing the hereby, full payment of the entire indebtedness represented the indebtedness, credit to the account of the shortgages his not become obligated to pay to the Secretary subsection (a) of the preceding paragraph which the Mortgages his not become obligated to pay to the Secretary subsection (a) of the preceding paragraph which the Mortgages his not become obligated under the provisions of the committee of the provisions. subsequent payments to be made by the Moritg; go., or refunded to the Moritgagor, If, however, the monthly payments made by the Moritgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and sasessments, or insurance premiums shall become due and payable, then the Moritgagor shall pay to the Moritgagor are, assessments, or insurance premiums shall be due, or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Moritgagor shall tender to the Moritgagor shall be Moritgagor, as assessments, or insurance premiums shall be due. If at any time the Moritgagor shall tender to the Moritgagor shall the Moritgagor shall in the more secured hereby, full payment of the entire indebtedness represent d thereby, the Moritgagor shall, in comouting the hereby, full payment of the entire indebtedness represent d thereby, the Moritgagor shall, in comouting the the amount of the payments actually mode by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if, ne loan is current, at the option of the Mortgagor, shall be credited on

of the premises hereinabove described. AND AS ADDITIONAL SECUPITY for the payment of the indebtedness afore and the Mortgages all the rents, issues, and profits now due or which may nerester become due for the use

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 lite and their hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortga, see and will pay promptend contingencies in such amounts and for such insurance provision for payment of which has not beet made hereinbefore. It, when due, any premiums on such insurance provision for payment of which has not beet made hereinbefore.

shart we need by the workeagee and have artached freetor loss beyable clauses in taken of and review as an exceptance to the Mortgagee. In event of loss Mortgager will give immediate notice by mail to the Mortgagee, who may be proof of loss if not made promptly by Mortgager, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee at its option either to 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 accured or to the restoration or repair of the property damaged. In event of loteclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the event of loteclosure of this mortgage or other transfer of the Mortgaged property in extinguishment of the event of loteclosure of this mortgage or other transfer of the Mortgager in and to any insurance policies then in force secured 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. All insurance shall be carried in companies approved by the Mortgagee and the policies and in torm acceptable clauses in tayor of and in torm acceptable

uess secrited hereby, whether due or not, 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 Mote secured hereby remaining unpaid, are hereby assigned by the Mortgage for the Mortgage or to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-TIAIT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within SIXIY (60) DAYs com the date hereof (written statement of any officer of the Department of Housing and Urban Development dated subsequent to the SIXIX (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 Mortgages or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

agreement herein stipulated, then the whole of said orincinal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Moregoe will out in tice, become, shall, at the election of the more successive. 10 THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or