UNOFFICIAL COPY . . .

ADDENDUM 'TO MORTGAGE

Date December 23, 1986	
FHA Case # 131:4784401:748	
Property Address: 4420 BALMORAL DRIVE	
RICHTON PARK, ILLINOIS	60471
000	
THE MORTGAGEE SHALL, WITH THE PRIOR APPROOF HIS DESIGNEE, PLYLARE ALL SUMS SECURED AND PAYABLE IF ALL OK A PART OF THE PROPE (OTHER THAN BY DEVISE,)FSCENT OR OPERATION A CONTRACT OF SALE EXECUTED NOT LATER EXECUTION OF THIS MORTGAGI: OR NOT LATER TRANSFER OF THE PROPERTY SUBJECT TO THIS HAS NOT BEEN APPROVED IN ACCORDANCE WITH	D BY THIS MORTGAGE TO BE IMMEDIATELY DUE ERTY IS SOLD OR OTHERWISE TRANSFERRED ION OF LAW) BY THE MORTGAGOR, PURSUANT THAN 24 MONTHS AFTER THE DATE OF A PRIOR MORTGAGE, TO A PURCHASER WHOSE CREDIT
Borrower DONALD W. SUNGE	3orcwer
Borrower	Borrower

State of Illinois

Mortgage

FHA Case No.

131:4784401:748

This Indenture, made this 23rd day of December

, 1986 , between

DONALD H. JUNGE, DIVORCED AND NOT SINCE REMARRIED

. Mortgagor, and

THE FIRST MORTGAGE CORPORATION

TLLINOIS

Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even FORTY NINE THOUSAND FORTY FIVE AND NO/100 date herewith, in the principal sum of

a corporation organized and existing under the laws of

Dollars (\$ 49,045.00

payable with interest at the rate of NINE

36) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum (9.0 FLOSSMOOR, ILLINGIS

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of THREE HUNDRED NINETY FOUR AND 63/100

Dollars (\$

, asa's like sum on the first day of each and every month thereafter until the note is fully paid, FEBRUARY 1 except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY 20 17 .

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 and the State of Illinois, to wit: COOK

> LOT 312 IN RICHTON HILLS 2ND ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 13, 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 FEBRUARY 4, 1969, AS DOCUMENT NO. 2434295, AND SURVEYORS CERTIFICATION CORRECTIONS THEREOF REGISTERED MARCH 12, 1969, AS DOCUMENT NO. 2439592 AND SURVEYORS CERTIFICATE OF CORRECTIONS THEREOF REGISTERED ON MAY 5, 1969, AS DOCUMENT NO. 2449349, IN COOK COUNTY, ILLINOIS.

Tax I.D. #31-27-301-003 ML.

Property address: 4420 BALMORAL DRIVE

RICHTON PARK, ILLINOIS 60471

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.

This form is used in connection with mortgages insured under the one- to lour-family programs of the National Housing Act which require a One-Time Mortgage insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Page 1 of 4

HUD-92115M.1 [8-85 Edition] 24 CFR 203.17(a)

VOTE IDENTIFIED A

UNOFFICIAL COPY

MAS PROPERTY	3578816		The Felice Control of	GREATER ILLINOIS TITLE COMPANY BOX 116 # 464807
	Page		m., and duly recorded in Book	at o'clock
61 ,G.A 10 yab		County, Illinoi		
		ni brossR to) be	ы ч ,	Dac. No.
Notary Public	ion Evoir	- esimmoD yM		
12 CLELTILLEL , A.D. 19 SLI	, אר יר	7610 (U	eidt leed leitetel Seal this	Civen under my
red the said instrument as PIH self instrument as and waiver of the right of homestead.				tree and voluntary i
, KKKWKK personally known to me to be the sume to tee this day in coregaing instrument, appeared before me this day in	מיו םכ נו נס נא	sqns		же рескоп whose пате
in notery public, in and for the county and State	OKCED VA	лимев, річ	ERSIGNED DOWALD H.	I, THE UND afterth
			Tús:	County of COCK
				elonill to state
[sevr]		(SEAL)	<u></u>	
(SEVI)	<u></u>	[revr]		***************************************
(SEVE)		lasati —		
(SEVI)		[SEAL]	INCE CONTRACTOR	ו מאלים אי זע אוא אוי זע
	written.	y and year first	sand seal of the Morigator, the da	Witness the hand

of loss if not made promptly by Mor gagor, 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 fore-closure 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 unpuld, are hereby assigned by the Mortgage 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 90 days from the date hereof twritten 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 90 days time from the date of the mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee for the holder of the note may, at its option, declare all sums secret, hereby lumediately due and payable. Notwithstanding the first oling, 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.

In the Event of default in making any non-hip payment provided for herein and in the note secured herein for a period of thirty (30) days after the due date thereof, or in ewels in breach of any other covenant or agreement herein stipulate, the 1 the whole of said principal sum remaining unpaid together with neartied 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, the due, the Mortgagee shall have the right immediately to forcel be 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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then 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 safe and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other

items recession for the protection and preservation of the property. Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the 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.

An 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 fien 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 valis, indvertising, 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

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

It is incressly Agreed that no extension of the time for payment of the debt hereby scenared 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 'terein Contained shall bind, and the benefits and advantages shall attro to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular nutribe shall include the plural, the plural the singular, and the mascura is gender shall include the feminine.

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to the date when such ground rents, premiums, taxes and assess taxes and assessments next due on the mortgaged property (all as estimated by the fumber of months to elapse before one month prior (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 bazard insurance covering the mortgaged property, plus

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:

estab sub snomflatent gne

That privilege is reserved to pay the debt, in whole or in part on

and the said Mortgagor further coverants and agrees as follows:

thereof to satisfy the same. ceedings 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 test the same of the validity thereof by appropriate legal proor remove any tax, assessment, or tax lien upon or against the premises described factein or any part thereof or the improvement stitusted thereon, so long as the Mortgagor shall, in good faith, conshall not be required nor shall it have the right to pay, discharge, It is expressly provided, however fall other provisions of this morkages to the contrary notwithstanding, that the Morgages

moneys so paid or expended shall become so much additional in-debtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the 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 berein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any may deem necessary for the proper preservation thereof, and any payments, or to sausfy any prior lien or incumbrance other than In case of the refusal or neglect of the Mortgagor to make such

of insurance, and in such amounts, as may be required by the linais, or of the county, town, village, or city in which the s.id hard is situate, upon the Mortgagor on account of the owners), it thereof; (2) a sum sufficient to keep all buildings that may at at y time be on said premises, during the continuance of said independences, insured for the benefit of the Mortgage in such form of insurance said in such amounts as may be conjuined by the or assessment that may be levied by authority of the Stale of and the to seemen bies no sinomesses and sext the year of any lax To keep said premises, in good repair, and not to do, or permit to be done, upon said premises, anything that may a pain the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanic, men or material ment to attach to said premises; to pay to the Mortgages, as men in an analysis and said note is fully paid, II) as un aufficient to pay and assessments on said premises or any tax

And Said Mortgagor covenants and apleast

To Have and to Hold "in above described premises, with the appurtenances and fixture, un o the said Mortgagee, its successors and assigns, forever, for the priposes and uses herein set forth, free from all rights and benefits under "ad by virtue of the Homestead Exemption Laws of the State of It inois, which said rights and benefits to said Mortgagor does hereby expressly release and waive.

ininicalate notice by mail to the Mortgagee, who may make proof Iy, when due, any premiums on such insurance provision for payinsured of which has not been made hereinbefore. All insurance shall
be carried in companies approved by the Mortgage and the
policies and cenewals 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
acceptable to the Mortgages. In event of loss Mortgagor will give erected on the mortgaged property, histored as may be required from time to time by the Mortgagee against loss by the and other hazards, easualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt periods as may be required by the Mortgagee and will pay prompt. It, when the That He Will Keep the improvenients now existing or hereafter

the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinsbove described. security for the payment of the barding of the inclebtedress solutional Security for the payment the Mortgagor does hereby assign to the Mortgagor does hereby assign to the Mortgagor

ston blus rebrut bingnu gnimismer nent laqiening to muome ett under subsection (a) of the preceding paragraph as a credit against ne computing the Another of such incentioners, creati to the are count of the Mortgagor any balance or adming in the funds ac-cumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default und, any of the provisions of this mortgage resulting in a public sale of the property otherwise after default, the Mortgagee shall apply, at the time of the commence-nent of such proceedings or at the time the property otherwise after of such proceedings or at the time the property is otherwise ment of such proceedings or at the time the property is otherwise ment of such proceedings or at the time the property is otherwise under subsection (a) of the preceding paragraph as a credit against precently grange, by standing not occurring, to key grantal tring, and assessments or insurance premiums, as the case may be, when the same shall pecome due and payable, then the Mortgagor shall pay to the Mortgagor any amount necessary to make up the close or before the age when payment of such ground deficiency, on or before the large when payment of such securing any time the Mortgagor shall the or to the Mortgagor shall the continuities indeptedness tepreset fee the Mortgagor shall, of the something the amount of such necessary, the Mortgagor shall, of the entire indeptedness represented the Mortgagor shall, and the entire indeptedness represented the companing the amount of such necessary credit to the accompaning the amount of such necessary credit to the accompaning the amount of such necessary or the decount of the Mortgagor any balance everalning in the funds are taxes, and a seesaments, or insurence premiums, as the case may be, auch excess; if the loan is current, at the option of the Mortgagor, aball be credited on subsequent payments to be made by the Mour-payments to refun od to the Mottgagor. If, however, the monthly payments made by the Mottgagor under subsection (a) of the payments made by the Mottgagor under subsection (a) of the payments made by the Mottgagor under subsection (a) of the payments and assessments an interpretation of the states. If the total of the payments made by the Mortgagot under suc. 2017 (a) of the preceding paragraph shall exceed the amount of the preceding paragraph shall exceed the amount of the principle made by the Mortgagot for ground tents,

BYOLVED IN handling definquent payments. 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 Mortgage may collect a "late charge" not to exceed four cents (4e) for each dollar [5] for each payment mort to exceed four cents (4e) for each dollar [5] for each payment more than fifteen (15) days in artears, to cover the extra expense movelyed in landing delinquent payments.

(iii) smortization of the principal of the said note; and

hazard insurance premiums;

ground tents, if any, taxes, special assessments, fire, and other HIJOI

partegraph 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 Mortgages to the following items in the order set forthism. (b) All payments mentioned in the preceding subsection of this

assessments; and in trust to pay said ground tents, premiums, taxes and special ments will become delinquent, such sums to be held by Mortgagee

KNOW ALL MEN BY THESE PRESENTS: THE FIRST MORTGAGE CORPORATION, a Corporation organized and existing under and by virtue of the laws of the State of Illinois, and authorized to do business in Illinois and having its principal office and place of business in the City of Flossmoor, State of Illinois. Party of the First Part, for value received, has granted, bargained, sold, assigned, transferied and set over, and by these presents does grant, sell, assign, bargain, transfer and set over unto: MELLON FINANCIAL SERVICES CORPORATION #8

Part of the Second Part, its successors and assigns, a certain indenture of mortgage dated the 23rd day of . 19 86 made by: DONALD H. JUNGE, DIVORCED AND NOT SINCE REMARRIED December

FORTY NINE THOUSAND FORTY to it, securing the payment of one promissory note therein described for the sum of FIVE AND NO/100

DOLLARS (\$ 49,045,00

and all right, title and interest in and to the premises situated in the County of and State of Illine and described in said mortgage as follows: to wit:

COOK

LOT 312 IN RICHTON HILLS 2ND ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/2 DF SECTION 27, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MENTION, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERAL OF TITLES OF COOK COUNTY, ILLINOIS ON FEBRUARY 4, 1969, AS DOCUMENT NO. 243/295, AND SURVEYORS CERTIFICATE OF CORRECTIONS THEREOF REGISTERED MARCH 12, 1969, AS DOCUMENT NO. 2439592, AND SURVEYORS CERTIFICATE OF CORRECTIONS THEREOF REGISTERED ON MAY 6, 1969, AS DOCUMENT NO. 2449349, IN COOK COURTY, ILLINOIS.

Tax I.D. #31-27-301-003

Property address: 4420 BALMCLA. DRIVE

RICHTON PARK, ILLINOIS 60471

Which said mortgage is Recorded in the office of the Recorder of Illinois, in Book (28)3-/ at Page >38

COOK County, in the State of

as Document No. 3578816 Illinois, in Book (25') 3 ~/ Illinois, in Book 2893-7 at Page >38 as Document No. 3572876, together with the said note therein described, and the money die or to grow due thereon, with the interest: TO HAVE AND TO HOLD the same unto the said party of the second part, it's successors and assigns, forever; subject only to the provisions contained in the said indenture of mortgage.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name by its President, and attested by its Assistant Secretary and its corporate sear to be becaunto affixed this

A.D. 19-86 December

ATTEST

(SEAL) _

Diane Sweeney

Assistant Secretive

Marie Roche

Assistant Vice President

STATE OF ILLINOIS

COUNTY OF COOK

1, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of THE FIRST MORTGACE CORPORATION and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that she as custodian of the seal of said Corporation did affix the said corporate seal to said instruments as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial sent this This instrument prepared by: Diane Sweeney The First Mortgage Corporation 19831 Governors Highway Flossmoor, Illinois 60422

23rd

day of

December

, A.D. 19 86

RICHARDS

My Commission Expires Nov. 19, 1987

OF DENTEED

UNOFFICIAL COPY

Aroberty of Coot County 3578817

GREATER ILLINOIS
TITLE COMPANY
BOX 116
F-4840X

MILWEST MORTUAGE SERVICES, INC., and as their own free and voluntary act as such President and Secretary respectibely, by authority of the Board of Directors of said corporation for the uses and purposes therein set forth, and that the seal affixed to sind instruments is the corporate seal of said corporation.

Given under my hand and Notarial Seal	this 29 day of August , 19 86 .
This Instrument was propared by:	this 29 day of August , 19 86 . Notary Public
Midwest Mortgago Services, Inc.	Notary Public

1901 South Mayers Road, Suite 320 OakBrook Terrace, Il.

My Commission Expires "OF IGIAL CTAL" PATTIFIES A. SESTER HOTALY IS SEEN AS SESTER A

OAKBROOK TERNAC, LL MIDWEST INTO, SERVICES : comont No. 1376285 Vol. 2757/ 143 201385 Date 12-24-86 1901 S MEYERS RD 333 **858** 24 Registration Tillos 70 2 47 35788188. Marky (1977) 1971 30176 3200 Galled On Cession

IN DUPLICATE 3578818

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Property of Coot County Clert's Office