131:4866569-703

UNOFFICIAL COPY. Doen Number 7 7 48B-004689-20

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

This rider accached to and made part of the Mortgage between JOHN A. URBAN AND PAMELA S. URBAN HIS WIFE , Mortgagor, and COLDWELL BANKER RESIDENTIAL MORTGAGE SHRVICES INC A CALIFORNIA CORPORATION MORTGAGE, dated MARCH 30, 1987

1. Page 2, the second convenant 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 Mortgages, 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 dance and assessments next due on the mortgage property (all as estimated by the Mortgagee) less all sums already paid therefor divides 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
- (b) All payments nearloned in the two preceding subsections of this paragraph and all rayments 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 Mortagee to the following items in the order set forth:
 - ground rents, if and, taxes, special assessments, fire, and other hazard insurance premiums; (I)
 - interest on the note recured 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 "lite charge" not to exceed four cents (4c) 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 is current is 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 morthly payments made by the Mortgagor under subsection (a) of the preceding variation graph 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 Mortgages shall, in computing one 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

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 Mortgages 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. the control of County Clark's Office

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

UNOFFICIAL COPY Number: 06B-004689-20 131:4866569-703

ILLINOIS

FHA MORTGAGE RIDER

	The	Rid	er d	ated	the	30TH	day c	f	MARCH	, 19_8	7,
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Mortg											
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State of Illinois, Du PAGE	county ss:	25
I,	, a Notary Public in and f	or said
county and state, do hereby certify that .JQ	ohņ A. Urban and Pamela B. Urban, i	HIS WIFE
, personal!	ly known to me to be the same perso	n(s)
whose name(s) ARE subscribed	to the foregoing instrument, appea	red before
me this day in person, and acknowledged that	: $^{ extsf{T}}$.he $^{ extsf{Y}}$ signed and delivered	the said
instrument as THETR	ee and voluntary act, for the uses	and purposes
Therein set forth.	· _	•
Given under my hand and official se	al, this . 30TH DAY OF MARCH	,19 .87
My Commission expires: 10/24/85	Janes Helnstron)
	modely rubile	

"OFFICIAL SEAL"
Jeneen J. Holmstrom
Notary Public, State of Illinois
My Commission Expires 10/24/89

Property of Cook County Clark's Office

RIDER TO THE SECURITY INSTRUMENT (FHA Due-On-Sale)

131:4866569-703 06B-004689-20

BORROWER

This RIDER is made this 30TH day of MARCH, 1987 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the Security Instrument) of the same date given by the undersigned (the Borrower) to secure Borrower's Note to COLDWELL 89NKER RESIDENTIAL MORTGAGE SERVICES, INC. (the Lender) of the same date and covering the Property described in the Security Instrument and located at:

3214 S. CUYLER AVENUE, BERWYN, IL 60402
(Property Address)

The Lender, with the price approval of the Federal Housing Commissioner, or his designee, shall declare all sums secured by this Security Instrument to be due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower, pursuant to a contract of sale executed not later than (24) twenty four months after the date of execution of this Security Instrument or not later than (24) twenty four months after the date of a prior transfer of the property subject to this Security Instrument, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

BY SIGNING and provisi	BELOW, Borrower acco	epts and agrees to is RIDER.	the terms
Oghn BORRØYER	a Orba	Paulas,	Mille
BORRØYER	JOHN A. URBAN	BORROWER	PAMELA S. URBAN

BORROWER

MORTGAGE SERVICES, INC.

SUE KENTGEN COLDWELL BANKER RESIDENTIAL

1211 W. 22nd STREET, SUITE 727

1(1:466) (Об/06в-004689-20 This form is used in connection with mortgages insured under the one- to

Hausing Act.

MARCH

MORTGAGE

OAK BROOK, ILLINOIS 60521 THIS INDENTURE, MANY

, 1987, between

four-family provisions of the National

Quix JOHN A. URBAN AND PAMEDAYS. URBAN, HIS WIFE COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES INC:

, Mortgagor, and

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

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 FIFTY THOUSAND FOUR HUNDRED AND NO/100-2----

EIGHT AND ONE

per centum (8.500 · %) per annum on the unpaid balpayable with interest at the rate of HALF ance until paid and made payable to the order of the Mortgagee at its office in TRVINE.

or at such other place as the holder may designate in writing, and deliver-CALIFORNIA ed; the said pricipal and interest being payable in monthly installments of

THREE HUNDLEF EIGHTY SEVEN AND 54/100---Dollars (\$ 387.54) on the first day , 19 87, and a like sum on the first day of each and every month thereafter until of 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 APRIL, 2017 /

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 into the Mortgagee, its successors or assigns, the following described Real COOK Estate situate, lying, and being in ine county of Illinois, to wit:

LOT 7 AND 8 IN BLOCK 8 IN SONNENSCHEIN AND SOLOMON'S ADDITION TO LA VERGNE, BEING A SUBDIVISION OF PART OF CHEVIOT'S FIRST DIVISION IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN

16-32-111-030 / PERMANENT INDEX NO.

3214 S. CUYLER AVENUE, BERWYN, IL 60402 JUNE 1

TOGETHER with all and singular the tenements, hereditaments and appritenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every "tur" for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures "", or that may be placed in, any building now or herefiter standing on said land, and also all the estate, right, title, and interest of the said Mortange and to paid the profits." gagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and ixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set fact, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illicola, 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 lien of mechanics men or material men to attach to said premises; to puy to the Mortgagee, as here-inafter 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 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.

- 2 - AND the said Mortgagor further covenants and agrees as follows:

ХХХХХДОННЫ ХНЕББЫВБУНКЫ МЫКМЫКМИРОК КОЛОМОКОСИК КОСКОВИКИОТ КОЛУБОК МОТЕМИЯ МИМЕНТИКИЕТ КАКККАК XXXXXXXXXXXX

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 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;

(i) It and so long as said note of even date 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 (i) 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 lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstending balance due on the note computed without taking into account delinquencies or prepayments:

(b) A sum what to the ground rents, if any, next due, plus the premiums that will next become due and payable on

A sum (wal to the ground rents, if any, next due, plus the premiums that will next become due and psyable on policition of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (a) as estimated by the Mortgages) less all sums already paid therefor divided by the number of nonths to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments (n) become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and spraint essessments; and

taxes and spreigl assessments; and

(c) All payments rentoned in the two preceding subsections of this paragraph and all payments to be made under the note secured here; shall be added together and the aggregate amount thereof shall be paid by the Mongagor each month in a single payment to be applied by the Mortgages to the following terms in the order set forth:

([]) premum charge under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (i) lieu of mortgage insurance premium), as the case may be;

([]) ground rents, if an, taxes, special assessments, fire, and other hazard insurance premiums;

([]]) Interest on the note accured hereby; and

([]] amortization of the 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 Mortgage may collect a "late charge" not to exceed four costs (4.e) for each dollar (31) 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 (b) of the preceding paragraph shall exceed the amount of the payments actually made by ne Mortgagee for ground tents, axes, and assessments, or insurance premiums, as the case may be, such excess, if the case is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or 'afunded 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 rents, taxes, and assessments, or insurance premiums, on the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgage any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, tixes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in iccordance 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 Mortgaror all payments made under the provisions of of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in inv funds accumulated under the provisions of subsection (6) of the preceding paragraph. If there shall be a refault 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 shall apply, at the time of the comme toement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in 'ne funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of prin (pa) 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 indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereaf a become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the northaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other azards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee are will pay promptly, when due, any premiums on such insurance provision for payment of which has not been mide hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and raniwals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in for incompanies 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 horeby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be elifor insurance under the National Housing Act within 30 days from the date hereof (written stategible for insurance under the National Housing Act within 30 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 30 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.

IN 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 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.

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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 foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Morigagee in possession of the premises, or appoint a receiver for the benefit of the Morigagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedcosts, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay 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.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable with 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 he eto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or folicitors 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 in extendes secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL 🐠 INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in presuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at became 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 comand 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 for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgago, 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 as igns 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. WITNES		the Mortgagor, the day and year first written.	-
John a	Ulban /		[SEAL]
		[SEAL]	[SEAL]
STATE OF I	LINOIS)
COUNTY OF	DuPage	3.6:	155-
I.	THE UNDERSIGNED	, a notary public, in and fo	or the scenty and State
	Hereby Certify That	JOHN A. URBAN	C)
	A S. URBAN	, his wife, personally known	
person and ac	names ARE knowledged that THE stary act for the uses and	Y signed, sealed, and delivered the said instrum	ent as THEIR
GIVEN U	iderony hand and Notarial O FOFFICIAL SEAL* O Janen J. Homeston J. Notare Public. State of life	Seal this 5 30TH day MARCH	, A. D. 19 87
tiffer Salah	OJanan J. Holmstrom	Janes Holy	rstrom 0
	S. Lineau Sill mineral imparted no 11511		Notary Public
DOC. NO.	My Commission Expires 10/24	Recorder's Office of	**************************************

Marche Recorder's Office of ىب Gounty, 1) tradis, on the A.D. 19 clock **GD1** and recorded in Book SULL HUD-02110M (5-80) 🖈 U.S. GOVERNMENT PRINTING OFFICE: 1982 554-014/1619

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Property of Coot County Clert's Office