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AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe 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 Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it or account of the indebtedness secured hereby, whether 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 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized aren't of the Secretary of Housing and Urban Development dated subsequent to the 60 days' time from the date of this Mortgage, declining to incure said Note and this Mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the Note may, at its o nich, 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 hereby for a period of thirty (30) days after the due date thereof, or increase of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereou, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

AND IN THE EVENT that the whole of said drives declared to be due, the Mortgagee shall have the right immediately to foreclose this Mortgage, and upon the filing of any bill for that surpose, 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 person or persons liable for the payment of the indebte arcs recured 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 resemption, 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 ar d 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, 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 above-rescribed premises under an order of a court in which an action is pending to foreclose this Mortgage or a subsequent mortgage, the said Nio igagee, 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 init premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgager 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 runounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgage in any cour 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 color 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 indeficiences 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 process of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including a corneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the monies 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 No e 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 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 (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.

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under subsection (a) of the preceding paragraph.

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 otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit is otherwise acquired, the balance then remaining unpaid under said Note and shall property adjust any payments which shall have been made against the amount of principal then remaining unpaid under said Note and shall property adjust any payments which shall have been made payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such exceeding paragraph. The long according paragraph case may be, such excees, if the long according it the long according to the Mortgagor, or insurance premiums, as the preceding persurant to the Mortgagor, or insurance premiums, as the case may be, when the Mortgagor, or refunded to ficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall be and payable, then the Mortgagor shall pay to the Mortgagor and payable, ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall be, when payament of such the Mortgagor shall taxes, assessments, or insurance premiums shall be due. If it any time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the Mortgagor all payment after smount of such indebtedness, credit to the account of the entite indebtedness represented thereby, the Mortgagor shall payments and the provisions of the Mortgagor shall payment of such indebtedness, credit to the account of the entite indebtedness represented thereby, the Mortgagor shall payments made under the provisions of subsection to the preceding paragraph which the Mortgagor shall payment and of the Mortgagor shall payments made under the provisions of subsection any balance remaining in the Innde accumulated under the provisions of the provisions of the provisions of the provisions of the browned remaining in the Innde accumulated under the provisions of the p If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph is exceed the amount of the

involved in handling delinquent payments.

due date of the next such payment, constitute an event of default under this mortgage. The Aortgagee 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 Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagot prior to the

amortization of the principal of the said Note.

(II) ground rents, if any, taxes, special assessments, fire, and other hasher insurance premiums; (III) interest on the Note secured hereby; and (in lieu of mortgage insurance premium), as the case may be;

(1) premium charges under the contract of insurance with the Secretary of riquising and Urban Development, or monthly charge be applied by the Mortgagee to the following items in the order ser for his

All payments mentioned in the two preceding subsections of this rates able and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof shall be naid by the Mortgagor each month in a single payment to

to the date when such ground rents, premiums, taxes and assessn ents will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special ar essments; and

A sum equal to the ground rents, if any, next due, plus I se premiums that will next become due and payable on policies of fire and uther hazard insurance covering the mortgaged property, thus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid the fire for divided by the number of months to elapse before one month prior estimated by the Mortgagee) less all sums already paid the fire for divided by the number of months to elapse before one month prior

mortgage insurance premium, iv. ceder to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuent to the Mational Housing Act, as amended, and applicable Regulations thereunder; or (II) If and so long as said Mote of even duth and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage inc. ance premium) which shall be in an amount equal to one-twelfth (IVI2) of one-half (IV2) per centum of the average outstand no balance due on the Note computed without taking into account delinquencies or

Housing Act, an amount su tie ent to accumulate in the hands of the holder one (1) month prior to its due date the annual If and so long as said Note of even date and this instrument are insured or are reinsured under the provisions of the National

of Housing and Urban Develor, ment, as follows; the Mote secured hereby are just red, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary (a) An amount sufficient to provide the holder hereof with funds to pray the next mortgage insurance premium if this instrument and

That, together with, 2.4' in addition to, the monthly payments of the principal and interest payable under the terms of the More secured hereby, the Moregagor will may 10 the Moregagee, on the first day of each month until the said More is fully paid, the following sums:

That privilege is reserved to pay the debt in whole or in part on any istallment due date.

AMD the said Nortgagor further covenants and agrees as follows:

assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to suiisfy the same. 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 'aith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdictor, which shall operate to prevent the collection of the tax, appropriate legal proceedings brought in a court of competent jurisdictor, which shall operate to prevent the collection of the tax,

out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor. preservation thereof and any monies so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid In case of the refusal or neglect of the Mortgagor to shake such paymen s, or to satisfy any prior lien or incumbrance other than that for taxes or assessments, and insurance 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 it ortgaged as in its discretion it may deem necessary for the proper premiums, when due, and may make such repairs to the property herein it ortgaged as in its discretion it may deem necessary for the proper

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 sulfer any lien of mechanics men or material men to actach to said premises, to pay to the Mortgagee, as hereinafter provided, unil 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 of the State of Illinois, or of the county, town, village, or city in which the said premises, upon the Mortgaget on account of the ownership thereof; (2) a sum sufficient tu-Keep all buildings that may at any time be on said premises, during the continuance of said indeptedness, 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:

#### "FHA MORTGAGE RIDER"

This rider to the Mortgage between JAMES C.FARLEY, BACHELOR & JAMES N.FARLEY, MARRIED and FARLEY Margaretten & Company, Inc. dated April 24th 1987 is deemed to amend and supplement the Mortgage of same date as follows:

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
- (b) All payment, 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.
  - II. interest on the note secured hereby, and
  - III. amortization of the principal of the said note.

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" to to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan 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 cents, 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. 15 a any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured heleby, full payment of the entire indebtedness represented thereby, the mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the mortgagee 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".

NANCY JO FARLEY signing not as a co-mortgagor but solely for the purpose of waiving any and all homestead smarital rights

ortgagor TAMES C FARLEY

Mortgagor JAMES N. FARLEY

V NE-83 3611152

**FHA** 131-4941988703B **LOAN** 60100227

#### ASSUMPTION RIDER TO MORTGAGE

This Rider made t	his 24th	day of APRI	I L	, 1987	,
modifies and amen	ds that certain	n Mortgage	of even date	herewith be	etween
Margaretten & Com	pany, Inc., as	Mortgagee,	and JAMES C	<ul> <li>FARLEY, BACHE</li> </ul>	LOR & JAMES
N. FARLEY, MARRIED TO NA	NCY JO FARLEY			gors as fol:	
70		<del> </del>		•	
The mortgagee sha	ll, with the pr	rior approv	al of the Fe	deral Housin	ìg
Commissioner, cr					
to be immediately					
sold or otherwise					
of law) by the mo	rtyagor, pursua	nt to a co	ntract of sa	le executed	not
later than 24 mon					
not later than 24	months after t	he date of	a prior tra	nsfer of the	<b>:</b>
property subject	to this mortgag	e, to a pu	rchaser whose	e credit has	not
been approved in	accordance with	the requi	rements of the	ne Commissic	ner.
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MORTGAGOR

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FHA# 131-4941988703B LOAN# 60100227

#### FHA MORTGAGE PREPAYMENT RIDER

		•				
THIS RIDER,	DATED THE 24th	DAY OF	APRIL	,19		
AMENDS THE MORTG	AGE OF EVEN DATE	BY AND BETW	EEN MARGARE	TTEN AND COMPANY	Y, INC.,	
THE MORTGACEE, A	MD JAMES C. FARLE	ey Bachelor	& JAMES N.F	ARLEY, MARRIED TO	O NANCY JO	
FARLEY	, T	HE MORTGAGO	R, AS FOLLOW	MS:		
1.	IM THE FIFTH UNNU				,	
	THAT PRIVILEGE IS OR AN AMOUNT EQUA ON THE PRINCIPAL THE FIRST DAY OF PROVIDED HOWEVER TO EXERCISE SUCH (30) DAYS PRIOR TO	AL TO ONE O THAT ARE N ANY MONTH THAT WRIT PRIVILEGE	R MORE MONTH EXT DUE ON T PRIOR TO MAT TEN NOTICE O IS GIVEN AT	HLY PAYMENTS THE NOTE, ON TURITY; OF AN INTENTION		
2.	THE FIFTH UNNUMBE BY THE ADDITION O			TWO, IS AMENDED	)	
	"PRIVILEGE IS RES IN PART, ON ANY I	SERVED TO PA	AY THE DEBT, DUE DATE."	, IN WHOLE OR		
IN WITNESS FARLEY	WHEREOF, JAMES C			ES N.FARLEY, MARR		ł J0
FIRST AFORESAID.		JAMES DATE	ARLEY A	Toolse	MORTGAGOR OF TRUSTEE'S SIGNATURE MORTGAGOR OF TRUSTEE'S SIGNATURE	)R
SIGNED, SEALED AN IN THE PRESENCE O	O DELIVERED OF:	solely for	rapper("Fign r the purpose al rights"	ing not as a come of waiving and	y and all ho	mestea

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