This rider attached to and made part of the Mortgage between GLENN P. SABATINO AND MARGARET M. SABATINO, his wife AND MARIO SABATINO AND FRANCES G. SABATINO, his wife Mortgagor, and Mid-America Mortgage Corporation Mortgagee, dated APRIL 30, 1987 revises said Mortgage as follows:

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) A sum equal to the ground rents, if any, next due, plus the premirrs 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 therefore 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 payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Morigigor each month in a single payment to be applied by the Mortgage: to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; interest on the note secure hereby; and amortization of principal of the said note.

 - (III)

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 "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 the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments ac ually 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 rude by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsections (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full 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 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 popultimate 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 nortgage insurance premium to the Department of Housing and Urban Development.

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

GLENN P. SAPATINO

MORTGEROR

MARGARET M. SABATINO

MORIGAGOR MARIO SABATINO

MORIGASON FRANCES

5.71.19.10.19

FHA CASE NUMBER: 131:4784555-203

ASSUMPTION RIDER TO MORTGAGE

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately 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 mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a parchaser whose credit has not been approved in accordance with the requirements of the Commissioner. of Coop

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Date

Mortgagor GLENN P. SABATINO

gagor FRANCES & SABATIND

FHA CASE No. 131:4784555-203

MORIGAGE PREPAYMENT RIDER

This Rider, dated the 30TH day of APRIL , 19 87 ,
amends the Mortgage of even date by and betweenGLENN P. SABATINO AND MARGARET M. SABATINO
his wife AND MARIO SABATINO AND FRANCES G. SABATINO, his wife , the Mortgagor,
and Mid-America Mortgage Corporation, a corporation organized and existing under
the laws of the State of Illinois, the Mortgagee, as follows:
 In the first numbered paragraph, paragraph 1, the sentence which reads as follows is deleted:
"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 thirty (30) days prior to prepayment."
The first numbered paragraph, paragraph 1, 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, the said mortgagor has set his hand and seal the
day and year first aforesaid.
Signed, sealed and delivered in the presence of:
GLENN P. SATATINO (SEAL)
MARGARIT M. SALATINO (SEAL)
MARIO SABATINO (SEAL)
FRANCES PARATINO F.A.S (SEAL)

Property of County Clark's Office

State of Illinois

Mortgage

FHA Case No.

131:4784555-203

This Indenture, Made this

GLENN P. SABATINO AND MARGARET M. SABATINO, his wife AND
MARIO SABATINO AND FRANCES OF SABATINO, his wife AND
MID-AMERICA MORTGAGE CORPORATION
a corporation organized and existing under the laws of THE STATE OF ILLINOIS
Mortgagee.

9/

APRIL

, 1987 , between

, Mortgagor, and

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

Now, therefore, the said Mortgagor, for the better sections 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 COOK and the State of Illinois, to wit: LOT 290 IN J. E. MERFLEN AND COMPANY'S HOME TOWN UNIT NO. 1, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 LYING SOUTHEASTERLY OF AND ADJOINING THE 66 FOOT RIGHT OF WAY OF THE WABASH RAILROAD OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 24-03-210-029 VOL 237 RANGE

THE RIDERS TO THE MORTGAGE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWI'H ARE INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDERS SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE.

THIS INSTRUMENT PREPARED BY: PAMELA S. ADKINS MID-AMERICA MORPHAGE CORPORATION
HICKORY HILLS, ILLINOIS 60457

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the reads 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 three late, right, title, and interest of the said Mortgagor in and to said premises.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

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 pay to the Mortgagee, as hereinafter 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage insurence Premium payments.

HUD-92116M(10-85 Edition) 24 CFR 203.17(a)

STORY CENTRAL SANTO SALIAITE À	UNOFFICIAL COPY
NITERCOUNTY SINS CO S//34597 SOX 97	36 1 28 1 2 1 1 1 1 1 1 1 1 2 1 2 1 2 1 2
	<u> </u>
agad	n o'clock m., and duly recorded in Book of
61 .G. Å	County, minoir, on the day of
. 78 el d.A. (311da	Cirea under my hand and Autaries SECIA 301711 Outain E Robinson Notary Fublic State of Illinois My Commission Expires 9/22/90 Filed for Record in the Recorder's Office of
k known to me to be the same	atoresaid, Do Hereby C. (1) That GLEMN P. SARMINO 2010 ACAGART M. CARMINAM. 2013 ACAGART M. CARMINAM. GRAY SALMING AND FIRM WES A. SARMINAM. , his wife, persona gray and salments of the foregoing instrument, appeared before me this persona whose name g
•	Sinto of Illinois County of Leo L.
,	
lassi (sevri	AND GOLD CLOUTES (SEAL) SEALTINO FRANCES & SABATHA
lava l	GLENN P. SARATTNO (SEAL) NARIO SARATTNO
lava" ("BAL)	THE COMPANY
	Witness the hand and geal of the Mortgagor, the day and year first written.

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 runch ser or gruntee.

That if the premises, or an port 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 inocheciness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagor 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 mor gage and the note secured hereby not be eligible for insurance under the National Housing Act within NINETY 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 NINETY days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee 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 hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In the event that the whole of 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 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 then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a 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 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 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 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 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 harges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgate 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 stenog.armers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Matagee, 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 the drive and in the manner aforesaid and shall abide by, comply with, end 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 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.

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.

of this paragraph and all payments to be made under the note enoitosedue anibotorio ovit ont in bonoitnem estampaq IIA. (3)

abecial assessments; and

Mortgagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgagee) less all sums already paid erty, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground rents, if any, next due, plus

delinquencies or prepayments;

balance due on the note computed without taking into account (1/12) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth ment, a monthly charge (in lieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop-

(II) It and so long as said note of even date and this instru-Act, as amended, and applicable Regulations thereunder; or sing and Urban Development pursuant to the National Housing holder with funds to pay such premium to the Secretary of Housnual mortgage insurance premium, in order to provide such pands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Na-

by the Secretary of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instiu-

(I) If and so long as said note of even date and this instru-

(a) An amount sufficient to provide the holder hereof with

following sums:

first day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgagee on the

of principal and interest payable under the terms of the note That, together with, and in addition to, the monthly payments

on any installment due date.

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

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And the said Mortgagor further cove lants and agrees as

premises or any part thereof to satisfy the same. ment, or lien so contested and the sale or forfeiture of the said which shall operate to o event the collection of the tax, assesslegal proceedings brought in a court of competent jurisdiction, faith, contest the same or the validity thereof by appropriate ments situated therein, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this

paid by the Mortgagor. proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make said premises in good repair, the Mortgagee may pay such taxes, than that for taxes or assessments on said premises, or to keep such payments, or to satisfy any prior lien or incumbrance other

in case of the refusal or neglect of the Mortgagor to make

STATE OF STATE

sion for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter aturesaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebtedness

been made under subsection (a) of the preceding paragraph. 🚃 note and shall properly adjust any payments which shall have against the amount of principal then remaining unpaid under said under subsection (b) of the preceding paragraph as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgagec shall apply, at the time of the commencehereby, or if the Mortgagee acqui es inc properly otherwise after of this mortgage resulting in a other sale of the premises covered paragraph, if there shall be a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding Development, and any balence temaining in the funds ac-

become obligated to psy to the Secretary of Housing and Urban tion (a) of the preceding paragraph which the Mortgagee has not the Mortgagor all payments made under the provisions of subsecputing the amount of such indebtedness, credit to the account of debiednet a n presented thereby, the Mortgagee shall, in com-

of one no e secured hereby, full payment of the entire inshall tender to the Mortgagee, in accordance with the provisions assurance premiums shall be due. If at any time the Mortgagor due when payment of such ground rents, taxes, assessments, or emount necessary to make up the deliciency, on or before the

and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient

however, the monthly payments made by the Mortgagor under made by the Mortgagor, or refunded to the Mortgagor. If, of the Mortgagor, shall be credited on subsequent payments to be

the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgagee for a subsection (b) of the preceding paragraph shall exceed the

If the total of the payments made by the Mortgagor under

expense involved in handling delinquent payments. ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (51) for each payunder this mortgage. The Mortgagee may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly

(V) late charges.

(14) amortization of the principal of the said note; and

([[]) injecest on the note secured hereby;

other hazard insurance premiums;

(II) ground rents, if any, taxes, special assessments, fire, and

charge (in lieu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly

(1) premium charges under the contract of insurance with the

the order set forth:

payment to be aplied by the Morrgagee to the following items in thereof shall be paid by the Mottgagor each month in a single secured hereby shall be added together and the aggregate amount