Mortgage One-Time MIP Rider

This Rider, dated the

3rd

day of September

, amends the Mortgage of even date by and between

RICHARD M. GROSSHEIDER AND CONNIE GROSSHEIDER, his wife

, Mortgagor, and Constitution Mortgage

Corporation, Mortgagee, as follows:

- The first full paragraph on the second page which reads as follows in deleted:
 - "That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note; on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."
- The First full paragraph c., the second page is replaced by the addition of the following:
 - "Privilege is reserved to pay the debt, in whole or in part, on any installment due date."
- Section (a) of the second full puragraph on the second page is deleted.
- Subsection (c) (i) of the second (ut) paragraph on the second page is deleted.
- In the third sentence of the third full paragraph on the second page, the words "all payments made under the provisions of subsection (a) of the preceding paragraph which the Mort gagee has not become obligated to pay to the secretary of Housing and Urban Development, and" are deleted.
- The fourth sentence of the third full paragraph of the second page is amended by insertion of a period after"...then remaining unpaid under said note" and detetion of the remainder of the santence.
- 7. The next to the last full paragraph on the second page is amended by the addition of the following:
 - "This option may not be exercised when the ineligibility for in sural ce 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."
- 8. The following provision is added:
 - "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 fold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor, pursuant to a contract of sale executed not late, 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 purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

RICHARD M. GROSSHEIDER AND CONNIE GROSSHEIDER, his wife the day and year first aforesaid.

(SEAL)

hand(s) and seal(s)

CONNIE GROSSHEIDER, his wife

(SEAL)

Signed, sealed and delivered

In the presence

17-091

OFFICIAL SEAL Diane Greene Notary Public, State of Illinois My Commission Expires Jan. 30, 1989

This form is used in connection with martgages insufed under the one-totour-family provisions of the National Housing Act.

3rd THIS INDENTURE, Made this

September day of

19⁸⁷, between

RICHARD M. GROSSHEIDER AND CONNIE GROSSHEIDER, his wife CONSTITUTION MORTGAGE CORPORATION

, Mortgagor, and

a corporation organized and existing under the laws of THE STATE OF ILLINOIS Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

FORTY FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100-----

Dollars (\$ 45,750.00)

payable with interest at the rate of TEN per centum (10.00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 600 Hunter Drive

Oak Brook, Illinois 60521 or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

) on the first day

FOUR HUNDALD ONE AND 49/100 Dellars (\$ 401.49 , 19 87, and a like sum on the first day of each and every month thereafter until of NOVEMBER the note is fully sail, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of OCTOBER 2017

NOW, THEREFORE the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the enformance of the covenants and agreements herein contained, does by these presents MORTGAGE and WAFRANT 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:

AND COMPANY'S

LOT 20 IN BLOCK 14 IN ARTHUR 1. MC INTOSH Λ SOUTHTOWN MANOR, UNIT NUMBER 4, BEING A SUBDIVISION IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 22, AND IN THE NORTHWEST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 23, TOWNSHIP 36 NORTH, RANC 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILI NOIS, ACCORDING TO THE PLAT TEEREOF REGISTERED IN THE REGIST AR'S OFFICE ON JANUARY 23, 1950, AS DOCUMENT NUMBER 1279115.

CKA. 3830 SUNSET AVE, MARKHAM permanent index number 28-23-124-024

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.

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 linnois, 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 in an ment; 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, will be a sum or the Mortgager or appropriate of the county thereoft (2) 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.

The form and substance of this document are the same as HUD/FHA form No. 92116M (5-80) currently in use.

IN THE EVENT of definal in making any monthly payment provided for herein and in the note secured hereto standard to the lotter, the sold selection of the selection of the sold selection of the se

gible for insurance under the National Housing Act within the conclusive and the date hereof written statement of any officer of the Operatment of Housing and Urban Development of the subsequent to the notigage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee of the holder of the note may, at its option, declate all sums secured hereby immediately due and anyable. payable.

THE MORTGACOR FURTHER AGREES that should this mottgage and the note secured hereby not be eligagot to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-ness secured hereby, whether due or not. a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Mote secured hereby remaining unpaid, are hereby assigned by the Mote-

TIANT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for in force shall pass to the purchaser or grantee.

indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the the reduction of the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to All insurance shall be carried in companies approved by the Mortgagee and the policies e.id renewais 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 Mortgager, and each insurance company concerned is hereby authorized and 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 Mortgager and the Mortgagee instead of to the Mortgager and the Mortgagee instead of to the Mortgager and the Mortgager.

TRAT 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 the Mortgages, casualties and contingencies in such amounts and for such periods as may be required by the Mortgages and will pay prompting contingencies in such amounts and for such periods as may be required by the Mortgages and will pay promptily, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

assign to the Mortgagee all the rents, issues, and profits now due or which may inteaster become due for the use of the premises hereinabove described. AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby

ceding paragraph. said note and shall properly adjust any payments which shall have been nade under subsection (a) of the preof standard (b) of the preceding paragraphs. It there shall have been made acquires the property mortgage resulting in a public sale of the premises covered he.e., or if the Mortgagee scouled apply, at the time of the commencement of such proceedings or at the time the proceeding so the time the funds accommendated under subthe time the proceding paragraph as a credit against the amount of principal then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under subsection (a) of the preceding and a paragraph as a credit against the amount of the preceding paragraph administration of the preceding and a paragraph and a paragraph and a paragraph as a credit against the amount of the preceding and a paragraph as a credit against the amount of the preceding and a paragraph as a paragraph as a credit against the amount of the preceding paragraph as a credit against the amount of the preceding paragraph as a credit against the amount of the preceding against the preceding paragraph and a paragrap of before the date when payment of such glound terrs, asked, accessments, or magnetic premiums shaft be date.

If at any time the Mottgagot shall tender to the Mottgago e, in accordance with the provisions of the one secured hereby, full payment of the entire indebtedness represented the dottgagot all payments made under the provisions of amount of such indebtedness, credit to the secount of the dottgagot all payments made under the provisions of subsection (a) of the preceding paragraph which the Mottgage has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaint. 5 in the funds accumulated under the provisions of Housing and Urban Development, and any balance remaint. 5 in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall need accumulated under the provisions of this mottgage resulting in a public sale of the premises covered he.e.v., or if the Mottgagee acquires the property mottgage resulting in a public sale of the premises covered he.e.v., or if the Mottgagee acquires the property and payable, then the Montgagor shall pay to the Montgagee any amount necessary to make up the defliciency, on or before the Montgagor shall pay to the Montgagor shall be due. It at our time date when payment of such ground tents "axes, assessments, or insurance premiums shall be due. It at our time date when payment of such ground tents "axes, assessments, or insurance premiums shall be due. subsequent payments to be made by the Mortg. gor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) it the preceding paragraph shall not be sufficient to pay ground rents, and assessments, or insurance fremiums, as the case may be, when the same shall become due rents, taxes, taxes, the case may be, when the same shall become due to the case of the case are the same shall become due to the case of the the monthly payments the amount of the payments actually nade 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 If the total of the payments made by the Mortgagor under subsection (b)of the preceding paragraph shall exceed

Any decliciency in the simers 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 axrea four cents (4¢) for each dollar (51) for each payment more than (ifteen (15) days in arrears, to cover the extra exp m. I moolved in handling definquent payments.

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage; and the titled with following sums:

(b) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this in the following sums:

(c) It and so long as said note of even date and this instrument are insured or are reingured under the provisitions of the Validate Housing Act, an amount sufficient to accumulate in the hards of the holder with tunds to order to provide such holder with lunds to the become due and paying as said note of sex and act one of the Validate the provide such holder with lunds to prior to its due date the snowal mortgage insurance premium, in order to provide such holder with lunds to prior to its due date the snowal mortgage insurance premium, in order to provide with lunds to prior to its due date the snowal mortgage insurance premium) which shall be the holder with lunds to be such a mortgage insurance premium) which shall be the amount qual to ane-twelfth (IV12) of one-shall (IV2) per centum of the saverage outstanding balance due and payable on prove the mortgage insurance premium) which shall be the and payable on the mortgage insurance premium with the foreign of the nortgage insurance premium with the context of the stand insurance or prepayments.

(b) A sum equal to the ground energy of the dortgages of prepayments:

(c) A sum equal to the ground energy of the dortgages or prepayments.

(d) A sum equal to the context of the snowand of the saverage outstanding balance due and payable on a stand of the snowand elimquencies or prepayments.

(c) A sum equal to the ground energy of the dortgages or prepayments.

(d) A sum equal to the ground energy of the snowand sume to be held by Mortgagee outstand by and ground energy premiums; and social sastesaments and sastesments and sas

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:

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 prepay-That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments

AND the said Mortgagor further covenants and agrees as follows:

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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 homestend, 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 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 'um 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 (hereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys to elicitors 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 of tedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL, E INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising sale, and conveyance, including attorneys, solicitors, and stenographers fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgage, 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 time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreemen's herein, then this conveyance shall be null and void and Mortgagee, will within thirty (30) days after writter 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 Mor go or 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. SEE ATTACHED RIDER(S) HERETO AND MADE PART THEREOF

WIFNESS the band and seal of the Mortgagor, the day and year lirst written.

Michael	M Showsh	CLOCE [SEAL]	leave.	Prosske	del [SEAL]
RICHARD M. GR		[SEAL]		Soff IDER, his	
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STATE OF ILLIN	OIS				
COUNTY OF CC	ок	•	ss:		
i. Th	E UNDERSIGNED	ł	, a notary i	public, in and for	the county and State
aforesaid, Do Hero and CONNIE person whose nam person and acknow	eby Certify That GROSSHEIDER	subscribed to the signed, seale	GROSSHEIDER , his wife, p foregoing instru d, and delivered	ersonally known to iment, appeared be the said instrumen	o me to be the same efore me this day in it as THEIR
GIVEN under i	ny hand and Notaciah	M. SEAL	day	SEPTEMBER	, A. D. 19 87
DOC. NO.	S Death	state of Illmois apires Jan. 30, 1989 or Record in the Re	corder's Office o	are we	Notary Public
	2	STANGED TO CO.			

o'elock

at

m., and duly recorded in Book

County, Illinois, on the

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day of

Page

A.D. 19

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111619E Dead for Acidi en_ Promised Address Deliver certif. to Submitted by WITERCOUNTY TITLE CO. OF ILLINOIS

120 WEST MADISON
CHICAGO, ILLINOIS 60602 Dalirar Day licato Trust Office

51147659 BOX 97 HAPPY (COUST YOUNGEL)

THAILTH TO BASELOUSH

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