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

This	rider	attache	d to a	nd made	a pa	rt of	the Mo	rtgage	bet	ween			_
FRANK G.	DAVIS	AND SAN	DRA J.	DAVIS,	HIS	WIFE	, M	ortgago	or,	and			_
-	COLDWE	LL BANKI	R RESI	DENTIAL	MORT	GAGE	SERVICE	S, INC	. , 1	CAL	IFORNIA	CORPORATI	<u>10</u>
Mort	zagee,	dated	SEPTEM	BER 3.	1987		revises	said N	lort	gage	as fol	lows:	

1. 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 premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assistents next due on the mortgage property (all as estimated by the Mortgage) less all sums already paid therefor divided by the number of month, 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 the 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:
  - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (II) interest on the note secured hereby; and (III) amortization of princ prl of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgager 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  $(4\phi)$  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 Morgagee for ground rents, taxes, and assessments, c. insurance premiums, as the case may be, such excess, if hte 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 morthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessmer is, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Morgagee 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 any time the Morgagor 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

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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 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.

of th.

Orcook County Clerk's Office Date as of the date of the mortgage referred to herein

#### UNOFFICIAL COMPANDER: 06A-007099-20 Number: 131: 5195717-703

ILLINOIS

#### FHA MORTGAGE RIDER

The Rider dated the <u>3RD</u>	day of SEPTEMBER	, 19_87	<u></u>
amends the Mortgage of even date by	and between FRANK	G. DAVIS AND	
SANDRA J. DAVIS, HIS WIFE			,
the Mortgagor, and Coldwell Banker	Residential Mortgage	Services, Inc.	the
Mortgagee, as follows:			

In the first unnumbered paragraph, page 2, the sentence which reads as follows is 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, hovever, that written notice of an intention to exercise such privilege is given at least thirty (30) days pilor to prepayment."

In the rire unnumbered paragraph, page 2, is amended by the addition of the following:

"Prvilege is reserved to pay the debt, in whole or in part, on any instalment due date."

FRANK G. DAVIS AND SANDRA J. DAVIS, HIS IN WITNESS WHEREOF, WIFE Whis/hare set Wis/Wer/their hand(s) and seal the day and year first aforesaid. (SEAL)

y SANDRA 3. DAVIS
$^{4}O_{\times}$
State of Illinois,
county and state, do hereby certify that FRANK G. DAVIS AND SANDRA J. LAVIS, HIS WIFE
whose name(s) . ARF subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that . The $\Sigma$ signed and delivered the said
instrument as THEIR free and voluntary act, for the uses and purposes
therein set forth.
Given under my hand and official seal, this . 3RD DAY OF SEPTEMBER,19 87
My Commission expires:
Vera a. Wilherson
OFFICIAL SEAL " Notary Public
VERA A. WILKERSON { NOTARY PUBLIC, STATE OF ILLINOIS {
MY OMANICON PUDICO METOS

MY COMMISSION EXPIRES 1/15/90

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06A-007099-20 131: 5195717-703

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

This RIDER is made this 3RD day of SEPTH into and shall be deemed to amend and supplement the Security Instrument) of the same date given by the unders COLDWELL BANKER RESIDENTIAL MORTGAGE Scovering the Property described in the Security Instruments	signed (the Borrower) to secure Borrower's Note to SERVICES, INC. (the Lender) of the same date and
15040 S. INVING AVENUE DOLTON	, ILLINOIS 60419
(Property Ad	
The Lender, with the prior approval of the Federal Housissums secured by this Security Instrument to be due and pawise transferred (other than by devise, descend properationale executed not later than (24) twenty four months after the date of a principle of the commissioner.	yable if all or a part of the property is sold or other- n of law) by the Borrower, pursuant to a contract of he date of execution of this Security Instrument or ior transfer of the property subject to this Security
BY SIGNING BELOW, Borrower accepts and agrees to the Stand Stands  BORROWER FRANK G. DAVIS	BORROWER SANDRA DAVIS
**************************************	Co
BORROWER	BORROWER

This form is used in connection with

#### COLDWELL BANKER RESIDE

MORTGAGE SERVICES, INC. 1211 W. 22nd STREET, SUITE 727 OAK BROOK, ILLINOIS 60521

THIS INSTRUMENT WAS PREPARED BY:

**MORTGAGE** 

THIS INDENTURE, Made this

3RD

day of SEPTEMBER

1987/between

FRANK G. DAVIS AND SANDRA J. DAVIS, HIS WIFE /

, Mortgagor, and

COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.

a corporation organized and existing under the laws of

THE STATE OF CALIFORNIA

Mortgagee.

Colored Banks Ittle Seaffes, 14

LÈE SCHROER

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 EIGHT THOUSAND EIGHT HUNDRED AND NO/100

Dollars (\$ 58,800.00

per centum ( 10.000 - %) per annum on the unpaid bal-TEN payable with interest at the rate of 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 principal and interest being payable in monthly installments of 516.02 FIVE HUNDRED STATEEN AND 02/100 Dollars (\$ of NOVEMBER 1 , 1987, and a like sum on the first day of each and every month therefore the the note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and , 1987, and a like sum on the first day of each and every month thereafter until

payable on the first day of OCTOBER 1, 2017

NOW, THEREFORE, the fuld 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 WARPANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK Illinois, to wit:

LOT 13 IN SIBLEY TERRACE HOMES, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SIBLEY TERRACE HOMES, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 13, 1959, AS DOCUMENT NUMBER 1860833.

PERMANENT INDEX NUMBER: 29-10-429-027

PROPERTY ADDRESS: 15040 S. IRVING AVENUE DOLTON, TLLINOIS

TOGETHER with all and singular the tenements, hereditaments and apportenances 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, the 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 force, free from all rights and benefits under and by virtue of the flomestead 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 that may impair the value thereot, or of the security intended to be effected by virtue of this instancent, not of 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 he 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.

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AND the said Mortgagor further covenants and agrees 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) 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) If 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 (1) 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 outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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 alrendy 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 tents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note occured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager each most in a single payment to be applied by the Mortgager to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or northly charge (in lieu of mortgage insurance premium), as the case may be;

(II) grand rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(III) Intervition 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 heat such payment, constitute an event of default under this mortgage. The Mortgage may collect a "late charge" into the 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 paymen's made by the Mortgagor under subsection (b) 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 (b) 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, epresented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payment made under the provisions of subsection (a) of the preceding paragraph which the Managee has not become obligated to pay to the Secretary subsection (a) of the preceding paragraph which the Margagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balanct remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If the, will 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 than remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the ear int of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph. ceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebted less aforesaid the Mortgagor does hereby assign to the Mortgagee 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 five and other hazards, 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 his not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof All insurance shall be carried in companies approved by the Mortgagee and the inclinitis 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 fortragee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned in the edy authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee in 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 projectly damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguist ment 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 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 MORTGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible 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 Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and navable 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.

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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 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 sunshall 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 tier to by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or collitions of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and c'aige upon the said premises under this mortgage, and all such expenses shall become so much additional indebterness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL F.E INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pusuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including ettorneys', 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 the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agree near, herein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the beautiful 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 dependents 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 femining.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

Tho	ulter	MN [SEAL]	Landra J. E	aus [SEAL]
FRAN	K G. DAVIS	[SEAL]	GA ORA C	T. DAVIS
STATE OF I	LLINOIS		0,	
COUNTY OF	v.	Cook	\$5:	177
aforesaid, Do and 100 S person whose person and as	cknowledged that intary act for the	That FRANK G. DAVIS IS subscribed to the fo	, his wife, personally kno regoing instrument, appear and delivered the said instr	wn to me to be the same ed before me this day in ument as THEIR
GIVEN U	" OFFI VERA A NOTARY PUE MY COMMIS	Notation Seal this 3RD  CIAL SEAL " }.  A. WILKERSON }  BLIC. STATE OF ILLINOIS SION EXPIRES 1/15/90 }  Filed for Record in the Record	day OF SEPTEMBEI  Veroc Q Wil	
		County, Illinois, on the	day of	A.D. 19
at	o'clock	m., and duly recorded i	n Book of	Page

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