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RIDER

This Rider, attached to and made part of The Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument") between MARTHA BANKS, DIVORCED AND NOT SINCE REMARRIED (the "Borrower") and Fleet Mortgage Corp. (the "Lender") dated MARCH 11 1988, revises the Security Instrument as follows:

The Lender shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Security Instrument 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 Borrower, pursuant to a contract of sale executed not later than 12 months (24 months if the property is not the principal or secondary residence of the borrower) after the date on which the deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Dated MARCH 11 1988,

MARTHA BANKS (Seal)
Borrower MARTHA BANKS DIVORCED
AND NOT SINCE REMARRIED

Borrower (Seal)

THIS DOCUMENT WAS PREPARED BY:
G.P. DRAFTING CO. FOR:

Fleet Mortgage Corp.

1000 CLARK ST. AVE.
CHICAGO, ILLINOIS 60613

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3693191

FMC #552811-8

State of Illinois

Mortgage

FHA Case No.

131:5327363-748

This Indenture, Made this 11TH day of MARCH , 1988 , between

MARTHA BANKS, DIVORCED AND NOT SINCE REMARRIED , Mortgagor, and
FLEET MORTGAGE CORP. , a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND
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

\$*36,278.00-, THIRTY SIX THOUSAND TWO HUNDRED SEVENTY EIGHT AND NO/100----- Dollars payable with interest at the rate of TEN per centum (10.0 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN 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 THREE HUNDRED EIGHTEEN AND 37/100----- Dollars (\$*318.37----) on the first day of MAY , 1988 , and a like sum of the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of APRIL 2018 .

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, doth 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 39 (EXCEPT THE NORTH 5 FEET THEREOF) LOT 40 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 4 IN WALTER H. FIELD'S ADDITION TO PULLMAN IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE IDENTIFIED

26-21-418-0k HFO ALL
11731 S. Wentworth
Chgo, IL

3693191

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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

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IN DUPLICATE

1613693

161869E

**GREATER ILLINOIS
TITLE COMPANY**
BOX 116

๖๙๓

Address _____	Deliver certif.to _____
Deed to _____	Deliver duplicate Trust _____
Address _____	Notified _____
Address _____	Notified _____
Address _____	Notified _____

1. THE UNDERSIGNED		Martha Banks	MARTHA BANKS, DIVORCED AND NOT SINCE REMARRIED
a Notary Public, in and for the County and State		of Marion, Illinois, known to me to be the same	
of residence, Do hereby certify That		subscribed to the foregoing instrument, appeared before me this day in	
person whose name is		SHE	performed and acknowledged that
and voluntary, true, and for the purposes herein set forth, including the release and waiver of the right of damages.		Given under my hand and seal this	
		11th day of March, A.D. 1988	
		Notary Public, State of Illinois	
		"OFFICIAL SEAL"	
<p style="text-align: center;">RECEIVED COOK COUNTY CLERK'S OFFICE MARCH 11, 1988</p> <p style="text-align: center;">FILED MARCH 11, 1988</p>			

I. THE UNDERSTANDING

Country of
/ / / / /
/ / / / /

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State of Illinois

Digitized by srujanika@gmail.com

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MARTHA BANKS, DIVORCED AND NOT SINCE

“*It is the first time I have seen a man who has been to the moon.*”

Witnessed the hand and seal of the Notary public (the day) and year first written

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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 Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be apayed by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be 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 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. Notwithstanding the foregoing, 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.

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 be then 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; leave 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.

An 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 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 indebtedness 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 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 advances 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the 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 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.

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men shall, unless made good by the Mortgagor prior to the 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 ($\$0.04$) for each dollar ($\1.00) for each day that an unexpired (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 subscription (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under 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 reunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subscription (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be such excess, the Mortgagor under subscription (a) of the preceding paragraph shall be liable to the Mortgagor under the terms of the mortgage, for the amount of the deficiency.

(18) All payments mentioned in the preceding subsection 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 Mortgagor to the following items in the order set forth:

- (i) Ground rents, if any, taxes, special assessments, fire, and other hazards insurance premiums.
- (ii) Interest on the note secured hereby.
- (iii) Immortalization of the principal of the said note; and
- (iv) Late charges.

menus will become delinquent, such sums to be held by Mortgagors in trust to pay said Ground rents, premiums, taxes and special assessments, and

(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 uninsured property, plus taxes and assessments except due on the mortgaged property (all as estimated by the Mortgagor) 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 assess-

That, together with, and in addition to, the mortgatge 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:

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

And the said Mortgagee further covenants and agrees as follows:

1. The said Mortgagee shall have the right to require the sale of the collateralization of the tax assessment, of which so operated to prevent the collection of the tax assessment, of any part converted and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

2. The said Mortgagee shall have the right to require the payment of damages resulting in a court of competent jurisdiction, which shall least the same or the validity thereof by legal process.

3. The said Mortgagee shall, in good faith, consider the situation thereon, so long as the Mortgagee retains or any part of the mortgage instrument.

4. The Mortgagee shall have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described in the instrument or any part thereof or against the Mortgagee.

5. The Mortgagee shall have the right to require the payment of interest on the principal amount of the instrument at the rate of six percent per annum.

6. The Mortgagee shall have the right to require the payment of attorney's fees, costs, expenses, and other charges of this nature to the contrary notwithstanding, that the Mortgagee is entitled to the compensation provided, however, all other provisions of this instrument shall prevail.

hereinbefore 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 situated; upon the mortgagee 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 such in debtiness, insured for the benefit of the Mortgagee in such form as the Mortgagor, and in such amount, as may be required by the Mortgagee.

To keep said promises 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, nor to suffer any lien of mechanics men or material men to attach to said premises, to pay to the Mortgagor, as instrument, nor to suffer any lien of mechanics men or material men to attach to said premises, to pay to the Mortgagor, as

10. WHERE AND TO WHOM THE ABOVE-DESCRIBED PREMISES, WITH THE
APPURTENANCES AND FIXTURES, UNTO THE SAID MORTGAGEE, ITS SUCCESSORS
AND ASSIGNEES, FOREVER, FOR THE PURPOSES AND USES HEREIN SET FORTH, FREE
FROM ALL RIGHTS, EXEMPTIONS AND BENEFITS UNDER AND BY VIRTUE OF THE FIFTEEN YEARS
EXEMPTION LAW OF THE STATE OF ILLINOIS, WHICH SAID RIGHTS AND
BENEFITS TO SAID MORTGAGEE DOCS HEREBY EXPRESSLY RELEASE AND WAIVE.