03702020

Mortgage One-Time MIP Rider

This Rider, dated the 15TH day of APRIL , 1988 , amends the Mortgage of even date by and between RICHARD J KILLIAN AND KRISTINE L KILLIAN HUSBAND AND WIFE AS JOINT TENANTS

, Mortgagor, and The Lomas & Nettleton

Company, Mortgagee, as follows:

- 1. The first full paragraph on the second page 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, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."
- 2. The first full paragraph on 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."
- 3. Section (a) of the second full paragraph on the second page is deleted.
- 4. Subsection (c) (l) of the second ull pragraph on the second page is deleted.
- 5. 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 Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and" are deleted.
- 6. The fourth sentence of the third full paragraph on the second page is amended by insertion of a period after "... then remaining unpaid under said note" and deletion of the remainder of the sentence.
- 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 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."
- 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 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 purchaser whose credit has not been approved in accordance with the requirements of the Commissioner."

IN WITNESS WHEREOF, RICHARD J KILLIAN AND KRISTINE L KILLIAN

has set THEIA hand(s) and seal(s)
OO ANO
Michael Millian (SEAL)
KRISTINE L KILLIAN KRISTINE L KILLIAN

Signed, sealed and delivered in the presence of

Sucie Mantin

To be used with the Mortgage, L&N form #6227.

02-58-00157

4925 (10-86) 40a

131:5355335-709

Property of Coot County Clert's Office



MORTGAGE

This form is used in connection with mortgages: insured under the one- to four-family provisions of the National Housing Act.

THIS INDENTURE, Made this 15TH day of APRIL RICHARD J KILLIAN AND KRISTINE L KILLIAN HUSBAND AND WIFE AS JOINT TENANTS

, 19 gg between

. Mortengor, and

THE LOWAS AND NETTLETON COMPANY
a corporation organized and existing under the laws of CONNECTICUT
Mortgagee.

payable with interest at the rate of per centum (9.5000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DALLAS, 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 EIGHT HUNDRED TEN AND 85/100—

Dollars (\$ 810.85) on the first day of JUNE , 19 88, and a like sum on 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 MAY, 2003.

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, 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 11 IN BLOCK 214 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXIV, BEING A SUBDIVISION OF PART OF THE EALT 1/2 OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF GOOK GOUNTY, ILLINOIS, ON NOVEMBER 14, 1966, AS DOCUMENT NUMSEL 28 OF 505.

1300 Rosedale Lane, Hoffman Estates, I1 60195

PERMANENT TAX NUMBER 07-05-202-011 VOL 157

TOGETHER with all and singular the tenements, hereditaments and appartenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every and 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 appurtenance 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 Il ino's 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 here-inafter 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 Mortgager 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 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 Mortgager 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. So certified by The Lomas & Nettleton Company, by Eddie Daniels, Assistant Vice President.

Hid America Title Company 123 W. Madison

Chicago, Minois 60892

3702020

AND IN THE EVENT that the whole of said dear is became to be due, the Mortgage 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 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 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 inservedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL OF 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 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 Motgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after writter demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the conclits 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 Mortgage; shall operate to release, in any manner, the original liability of the Mortgagor. SEE THE ATTACHED ONE-TIME MYP RIDER WHICH IS MADE A PART HEREOF.

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.

the feminine.	seal of the Mortgagor, the day a	and year (written.	<i>1</i> ··
RICHARD J KILLEAN	SEAL SEAL	NE L KILLIAN	Audiangseal_ seal_
STATE OF ILLINOIS			
COUNTY OF McHenry	ss:		Oss
aforesaid, Do Hereby Certify and Kristine L. Killis person whose name are person and acknowledged that	That Richard J. Killian an , h subscribed to the foreg	is wife, personally kno- ping instrument, appeare delivered the said instr	ument as their
GIVEN under my hand an	State Martin Public, State of Minels	day April Succe Mart	, A. D. 1988
Thy Com	Siled for Board in the Board		Notary Public
DOC. NO.	Filed for Record in the Recorder County, Illinois, on the	s Office of	A.D. 19

m., and duly recorded in Book

o'clock

at

3702320

of

Page

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by 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.

THE MORTCACOR FURTHER AGREES that should this mortgage and the note secured hereby not be elipted gible for incurance under the National Housing Act within a part of any officer of the Department of Housing and Urban Development dated subsequent to the approximation of such incligate, declining to incure said note and this mortgage, deemed conclusive proof of such incligation), the Mortgage of the holder of the note may, at its option, decline all sums secured hereby immediately due and payable.

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 shall be paid forthwith to the Mortgage to the Mortgages and shall be paid forthwith to the Mortgage to be applied by it on account of the indebtedness secured hereby, whether due or not. THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

to the wortgagee. In event or loss montgagor witt give immentate notice by mait to the mortgagee, in event or loss montgagor, and each insutance company concerned is het by suthorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee at its option either to jointly, and the insurance proceeds, at any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indeptedness proceeds, at any part thereof, may be applied by the Mortgagee at its option either the reduction of the property damaged. In event of foreclosure of this mortgage or other transfer of tiele to the Mortgaged property in extinguishment of the event of foreclosure of this mortgage or other transfer of the Mortgager in and to any insurance policies then in force shall pass to the purchaser or grantee. The condemned under any nower of eminent domain, or acquired for All insurance shall be carried in companies approved by the Mortgagee and the polic es and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in lavor of sho in form acceptable to the Mortgagee. In event of loss Mortgager will give immediate notice by mail to the Mortgagee, in event of loss Mortgager will give immediate notice by mail to the Mortgage.

and contingencies in such amounts and for such periods as may be required by the six gagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in-

of the premises hereinabove described. AND AS ADDITIONAL SECURITY for the payment of the indebtednes, a foresaid the Mortgagot does hereby assign to the Mortgagee all the tents, issues, and profits now due or which have become due for the use

ceding paragraph. of subsection (b) 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 sample, at the time of the Mortgages acquires the property of the property is otherwise after default, the Mortgages 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 (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall property adjust any payments which shall have been made under subsection (a) of the preceding paragraph. hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of such indebtedness, credit to the account of the preceding paragraph which the Mortgage to become obligated to pay to the Secretary subsection (a) of the preceding paragraph which the Mortgage to the tunds accumulated under the provisions of Housing and Urban Development, and any balance time ting in the funds accumulated under the provisions of subsection (b) of the presented in the funds accumulated under the provisions of subsection (b) of the presented in the funds accumulated under the provisions. or before the date when payment of such ground rev.cs, taxes, ussessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor shall the Mortga If the total of the payments entitle by the Mortgager under subsection (b) of the preceding paragraph shall exceed the amount of the payments entitly. And by the Mortgager in 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 aubsequent 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 Mortgagor shall be due.

Any deliciency in the mount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due dute of the mount spannent, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" nor to "ceed four cents (44) for each inpliar (41) for each payment more than lifteen (15) days in the cyter the extra e per ac involved in handling delinquent payments.

pured without taking into account delinquencies or prepayments;

(b) A sum equal to the ground tents, if any, next due
policies of fire and other basard inautence covering the mortgaged property, plus taxes and assessments next due
not the mortgaged property (all as estimated by the Mortgaged property, plus taxes and assessments are an animal interest of months to elapse before one month prior to the date when such knound rents, premiums, taxes and assessments will become delinquent, such sums to be itseld by Mortgagee in trust to pay avid ground tents, premiums, taxes, and special assessments; and
taxes and special assessments; and
note lecured neceby shall be dedd (ogether and the applicage) the following items in the order set forth:
note lecured neceby shall be added (ogether and the applicage) the following items in the order set forth:
(1) ground charges under the contents of the summing items in the order set forth:
morth, a ringle payment to be applied by the Mortgages to the following items in the order set forth:
(1) ground charge under the contents of this assessments, fire, and other hazard insumer premiums;
(1) ground ren's, if any, taxes, special assessments, fire, and other hazard insumer premiums;
(1) firex at or the note secured hereby; and
(1) intext at or the note secured hereby; and
(2) morth-complete in one secured hereby; and
(3) morth-complete in one secured hereby; and
(4) morth-complete in one secured hereby; and
(5) morth-complete in our of any such aggregate monthly payment shall, unless made good by the Mortgager prior

(a) An amount sufficient to provide the holder hereof with lunds 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 thisy are had be note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are had by the Secretary of Housing and Unian Insurance and insurance or are released under the provisions of the Mational Housing Act, an amount sufficient to securable in the hands of the holder one (1) month pay such premium to the Secretary of Housing and Unban Development pursuant to the Noter with fands to as an amount of the Secretary of Housing and Unban Development pursuant to the National Housing Act, as as amended, and applicable Regulatione thereunder; or Development pursuant to the Secretary of Housing and Unban Development pursuant to the Secretary of Housing Act, the sevelopment pursuant to the Secretary of Housing Act, as an amount of the Secretary of Housing and Unban Development, and the mortange and Unban Development to the National Housing Act, to one-twentile to the Secretary of Housing and Unban of the Secretary of Housing and Unban of the Insurance premium) which shall be in an amount equal to one-twellth (1/2) of one-twentile (1/2) per centum defined the mortange outstanding palance due on the note computed without taking into secount delinquencies or preparence premium) and the ground tente, it any, next due, plus the premium that will next become due and payable on

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 Mortgagor on the lirst 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 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 prepay-