

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, daied this 28th day of July Morigage/Deed of Trust of even date by and between	19 88	, amonds the
Draw A. Catania and Patricia I. Catania, Husband and Wife	ප 	
, herealter referred to as Mortgagor/Grantor, and		,
First Horn Mortgage Corporation, an Illinois Corporation	ı	
, herealize released to as Mortgages or Holder of the Note, as follows: The mortgages or holder of the note shall, with the prior approval of the Federar his designes, declare resums secured by the mortgage/deed of trust to be in all or part of the properly is sold or otherwise transferred (other than by devise, c	rmediately di	ue and payable il
by the mortgagor/granior, pursuant to a contract of sale executed not later than	12	months after the
date on which the mortgage/deed of trust is endorsed for insurance, to a purchabeen approved in accordance with the requirements of the Commissioner. IN WITNESS WHEREOF,	ser whose cr	redit has not
brew A. Catania	and year first	aloresaid.
Patricia I. Catania		[Seal]
	,	[Seal]

Signed, sealed and delivered in the presence of

Marly W. Diosi

ACIH NOS

3727251

[Seal]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

BOX #154

Mortgage 7 2 7 2

0

This indenture, made this

28th

day of July

, 1988

, between

Drew A. Catania and Patricia L. Catania, Husband and Wife

, Mortgagor, and

First Home Mortgage Corporation, an Illinois Corporation a corporation organized and existing under the laws of Illinois

Mortaligee.

NOTE IDENTIFIED

P/N: 07-16-412-018

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

Ninety Three Thousand Four Hundred and Seventy One and 00/100

Dollars (\$ 93,471.00

) payable with interest at the rate of

per contum (10.5 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 425 E. Euclid Mt. Prospect, II. 60056

, or al such

other place as the holder may designate in willing, and delivered; the said principal and interest being payable in monthly installments of Eight Hundred and Fifty Five and 02/100

Dollars (\$ 855.02

of Septembor , 1988 , and a like sun on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and increas, if not sooner paid, shall be due and payable on the first day of

August

, 2018

Now, Therefore, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements harein contained, does by these presents Mortgage and Warrant unto the Mortgages, its successors or assigns, the following described Real Estate situate, lying, and poing in the county of

Cook

and the State of Illinois, to will

Lot Eighteen, in block One Hundred (100), in Hoffmen, Faintes VII, being a Subdivision of parts of the Southeast Quarter (%) of Section 16, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on September 2, 1958, as Domment Number 1816080.

510 Maywood Lane HOTE MAN 45 THE

Together with all and singular the tenoments, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and lixtures 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 mortgagus insured under the one- to jour-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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To Have and to Hold the above-described premises, with the appurtenances and lixtures, unto the said Mortgagee, its successors and assigns, lorever, for the purposes and uses herein set torth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to 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 thereot, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the count, 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, curing the continuance of said indebtedness, insured for the Landit of the Mortgagee in such torms 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 incurrior ince other than that for taxes or assessments on said premises or to keep said premises in good repair, the Mortgagee may pay soun taxes, assessments, and insurance premiums, when due, and may make such repairs to the properly herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become sumuch 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 notwithslanding), 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 improvement 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 uperate to prevent the collection of the tax, assessment, or lien so contested and the sale or forteiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

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

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgager will pay to the Mortgager, on the lirst day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground ronts, 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 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(i(b) 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 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;

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

(iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than lifteen (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 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 (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time th) Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the untity 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 horaby, or if the Mange you acquires the property otherwise offer default, the Mortgager, st all apply, at the time of the commencement of such proceedings or at the time the property is afformise 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.

And as Additional Security for the payment of the indebtedness aloresaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profits new orm or which may hereafter become due for the use of the premises hereinabove described.

That He Will Keep the improvements now existing or hereafter orected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire 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 has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in flavor of and in form acceptable to the Mortgagee. In event of loss Mortgager will give Immediate notice by mail to the Mortgagee.

who may make proof of loss if not hade prointing by Mongagor, and each insurance company concerned is hereby authorized 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 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 dismaged. In event of foreclosure of this mortgage or other transfer of tille to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgager 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 Mortgager to the Mortgagee and shall be paid forthwith to the Mortgage to be applied by it on account of the indebtedness secured breaby, whether due or not.

The Mortgagor Further Agreed that should this mortgago and the note secured hereby not be objected for insurance under the

National Housing Act within 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 Divelopment or authorized agent of the Secretary of Housing and Urban Divelopment dated subsequent to the

time from the date of this mortgage, declining to insure sold note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, a lits 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 slipulated, 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 or said debt is declared to be due, the Mortgages shall have the right immediately to foraclose this mortgage, and upon the filling of any bill for that purpose, the court in which such bill is filled may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of

The indebied/restroots, taxes, insurates, and other items nocessiny 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 bank 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 toreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party therefore 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 moneys revenced by the Mortgagee, if any, for the purpose authorized in the more secured hereby, from the time such advances are made; (3) fill the accrued interest remaining unpaid on the indebtedness hareby secured; and (4) all the said principal money remaining unpaid in the overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said not tell the time and in the manner aloresaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this convoyance shall be null and void and Mortgagee will, within fallity (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 audior execution or delivery of such release or satisfaction by Mortgagee.

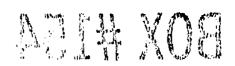
It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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 leminine.

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Wilnes	e the hand and soul o	t the Mortgagor, t	ho dny and year lits	writton.	<u> </u>	60	ana	. (Sonl)
Drew	Λ. Catania		·	Patricia	L. Catamia	Yes and		
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County o	l Cook							
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D	Prew A. Cataria	Q _x						*
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Clerk's Office

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To: RETURN

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