

# UNOFFICIAL COPY

OSMC LOAN NO.: 130691

U 3 7 3 7 9 6 7  
FHA CASE NO.: 131-5477961

## MORTGAGE RIDER

11/14/79  
1/24/79  
This Rider, dated the 9TH day of SEPTEMBER, 1988, amends the MORTGAGE of even date by and between EVELYN W. BOLDEN, the Mortgagor, and OLD STONE MORTGAGE CORPORATION, the Mortgagor, and follows: the Mortgagee, as

1. 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, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. The first unnumbered paragraph, page 2, is amended by the addition of the following:

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

IN WITNESS WHEREOF, the undersigned  
has set his/her hand and seal the day and year first aforesaid.

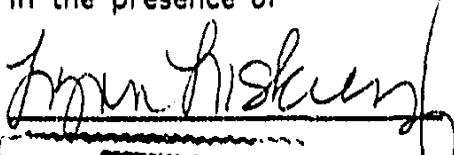
  
[Seal]  
EVELYN W. BOLDEN

[Seal]

[Seal]

[Seal]

Signed, sealed and delivered  
in the presence of

  
\_\_\_\_\_  
OFFICIAL SEAL  
Lynn Liskiewicz  
Notary Public, State of Illinois  
R.P.G.S.D. #1100021889



Michelle Gossell DP2:A04

# UNOFFICIAL COPY

0323794  
FHA CASE NO.: 131-5477961

OSMC LOAN NO.: 130691

## MORTGAGE RIDER

S'11/14/77  
This Rider, dated the 9TH day of SEPTEMBER, 1988,  
amends the MORTGAGE of even date by and between  
EVELYN W. BOLDEN, the Mortgagor, and  
OLD STONE MORTGAGE CORPORATION, the Mortgagee, as  
follows:

1. The original subsection (a) is deleted and has been renumbered.
2. The original subsection (c) has been renumbered to subsection (b) and the subsection b(1) has been deleted.
3. In the paragraph beginning "If the total of payments made..." in the third sentence, 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.  
The fourth sentence of this paragraph is amended by insertion of a period after "... then remaining unpaid under said Note" and deletion of the remainder of the sentence.
4. The paragraph beginning "THE MORTGAGOR FURTHER AGREES. . ." is amended by the addition of the following: "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 WITNESS WHEREOF, the undersigned  
has set his/her hand and seal the day and year first aforesaid.

X Evelyn W. Bolden [Seal]  
EVELYN W. BOLDEN

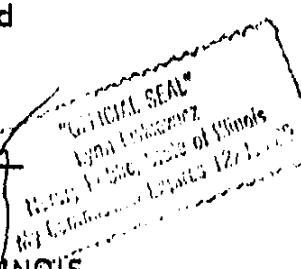
[Seal]

[Seal]

[Seal]

Signed, sealed and delivered  
in the presence of

Jean L. Sievers



# UNOFFICIAL COPY

0 3 7 3 7 9 6 7

110149;7

S11794/19  
[19]

**MORTGAGE FHA ASSUMPTION RIDER**

Loan No.: 130691 Date: 9-9-88

FOR VALUE RECEIVED, the undersigned mortgagor (the "Mortgagor") agrees(s) that the following provisions shall be incorporated into the Mortgage of even date to which this Rider is attached (hereinafter the "Mortgage"). During such time that the provisions of this Rider shall be in effect, to the extent that its provisions are inconsistent with the provisions of the Mortgage, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions.

The Mortgagor shall, with the prior approval of the Federal Housing Commissioner (the "Commissioner"), or his designee, declare all sums secured by this Mortgage to be immediately due and payable if all or 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 12 months after the date of execution of this Mortgage or not later than 12 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, the Mortgagor has executed this Rider on the  
9TH day of SEPTEMBER 1988.

Mortgagor

Mortgagor

3737967

THIS DOCUMENT PREPARED BY AND MAIL TO:

OLD STONE MORTGAGE CORPORATION  
1100 31ST STREET SUITE 420  
DOWNERS GROVE, IL. 60515

LORI RINN

**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 9TH day of SEPTEMBER, 1988, between

EVELYN W. BOLDEN ~~X XXXX MARRIED PERSON~~ DIVORCED AND NOT SINCE REMARRIED <sup>CUB</sup>OLD STONE MORTGAGE CORPORATION, 500 108TH AVE. N.E., BELLEVUE, WASHINGTON 98004  
a corporation organized and existing under the laws of WASHINGTON,  
Mortgagor, and

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  
**FIFTY-THREE THOUSAND NINE HUNDRED TWENTY-FOUR AND NO/100** Dollars (\$ 53,924.00 )**TEN AND ONE HALF**

payable with interest at the rate of / / per centum ( 10.500 %) per annum on the unpaid bal-  
ance until paid, and made payable to the order of the Mortgagee at its office ~~XX~~ at POST OFFICE BOX 1517,  
WALLA WALLA, WASHINGTON 99362 or at such other place as the holder may designate in writing, and deliver-  
ed; the said principal and interest being payable in monthly installments of  
**FOUR HUNDRED NINETY-THREE AND 27/100** Dollars (\$ 493.27 ) on the first day  
of November, 1988, 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 October, 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, does by these pres-  
ents 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 20 IN BLOCK 5 IN SOUTH SHORE GARDENS, A SUBDIVISION IN THE NORTHEAST  
1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT REGISTERED AS DOCUMENT NUMBER 261054,  
IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBER 25-01-213-040

This Deed of Trust (Mortgage) is subject to  
the attached Riders, which substantially  
modify the terms of this loan. Do not sign  
it unless you read and understand it.

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 <sup>L.</sup> 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 Mort-  
gagor 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 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  
suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as herein-  
after provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said prem-  
ises, 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  
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 in-  
cumbance 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 Mortgagor shall not be required nor shall it have the right to pay, discharge, or remove any tax, assess-  
ment, 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.

**UNOFFICIAL COPY**

3737967

REGISTRATION NUMBER  
HARRY (BARS) YODUVEL  
1063 SEP -9 AM 11:09  
43737967

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 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 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 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.

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

*Evelyn W. Bolden* [SEAL] \_\_\_\_\_ [SEAL]  
EVELYN W. BOLDEN [SEAL] \_\_\_\_\_ [SEAL]

STATE OF ILLINOIS

COUNTY OF *Cook*

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Herby Certify That *EVELYN W. BOLDEN*, his wife, personally known to me to be the same and person whose name is *she* subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *she* signed, sealed, and delivered the said instrument as *her* free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this  
Lynn Liskowicz  
Notary Public, State of Illinois  
My Commission Expires 12/19/89

9<sup>th</sup> day September, A.D. 1988  
*Lynn Liskowicz*  
Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

o'clock

and duly recorded in Book

of

Page

**UNOFFICIAL COPY**

**TITLE: MOTORCARRIER PURCHASER AGREEMENT** Under the National Housing Act this mortgagor hereby notes that she/he  
granted for insurance under the Department of Housing and Urban Development to the State of Wisconsin  
a title of ownership of the motorcarrier to the Department of Housing and Urban Development \_\_\_\_\_ from the date hereof (written  
in full) \_\_\_\_\_ and shall remain in effect until the date of cancellation or termination of the  
motorcarrier, decertifying to insure said note and this mortgage, being deemed conclusive proof of such insurability.  
The mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and  
payable. At this option may not be exercised by the mortgagor when the lending institution for insurance  
under the note may make any monthly payment provided hereunder.

All insurance shall be carried in companies approved by the Mortgagor for payment of which this act will pay prompt, and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay prompt, if, when due, any premium on such insurance is held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor who may make 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 to the Mortgagor instead of to the Mortgagor and its attorney, and the trustee in insurance hereby reserved to the Mortgagor or any part thereof, may be applied by the Mortgagor in its option either to the reduction of foreclosure or other transfer of title to the Mortgaged property in extintuance of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policy in force shall pass to the Purchaser of Insurance.

Any deliberately or accidentally made extra payment will be treated as a prepayment of principal under section 46 of the Income Tax Act.

politicizes or tries and other has used circumstances covering the mortgage bond property, plus taxes and assessments now due on the mortgaged property will be estimated by the trustee to be held by the mortgagee to the date when such sums as to be paid by the mortgagor to the trustee to pay said ground rents, premiums, taxes and other expenses.

(1) A sum equal to the nominal value of any existing or future liability of the Company to the Bank in respect of the principal amount of the Debentures or any part thereof, or in respect of any interest thereon, or in respect of any premium or other amount payable by the Company in respect of the Debentures or any part thereof.

“**It** is the most important thing in our life to do what we can do, and to do it well, and to do it with all our heart.”

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

Third, public policy is deserved to pay the debt in what ever it can amount equal to 1/2 of total warharry programme that-which have been taken to exercise such privilege is never at least-HH (30)-days prior to payment