MORTGAGE

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

770889

THIS INDENTURE, Made this 21sT day of NOVEMBER JAMES C. BOOKER AND BARBARA C. BOOKER, HUSBAND AND WIFE

85between

, Mortgagor, and

CAMERON-BROWN COMPANY DBA CAMERON-BROWN MORTGAGE COMPANY a corporation organized and existing under the laws of STATE OF NORTH CAROLINA

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

THIRTY FOUR THOUSAND AND NO/100--

Dollars

(\$ 34,000.00)

payable with interest at the rate of ELEVEN & ONE HALF per centum (11.500%) per annum of the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in RALEICH, NC 27619 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 THIRTY SIX AND 70/100---) on the first day of JANUARY , 19 86 and a like sum on the 336 /10 first day of each and overy month thereafter until the note is fully paid, except that the final payment of principal and interest, if not source paid, shall be due and payable on the first day of DECEMBER , 2015

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 WARRA T unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK Illinois, to wit: 16-03-318-0C8

LOT 15 (EXCEPT THE EAST 12 FEET THEREOF) AND ALL OF LOT 16 IN EDWARD T: NOONAN'S SUBDIVISION OF LOCK 12 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/1 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN#:16-03-318-008 JEG JUNE TO

K-40611-04 KI

PREPARED BY: JUDY BOLLER

RECORD AND RETURN TO: CAMERON-BROWN COMPANY DBA CAMERON-BROWN MORTGAGE COMPANY 1540 E. DUNDEE ROAD - SUITE 310

60067 PALATINE, IL

PALATINE, IL 60067.

TOGETHER with all and singular the tenements, hereditaments and a purtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of ever 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, it is and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances no 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 Minois, 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 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 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 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 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.

This instrument is for use in the home mortgage insurance progarms under sections 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgages Letter 83-21) (9/83)

STATE OF ILLINOIS HUD-92116M (5-80) Revised (10/83)

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CONSCLIDATED BUSINESS FORMS, INC. + MT, CLEMENS, MI 4804] + 313/782-4700

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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 pro-AND THERE SHALL BE INCLUDED in any decree to reclosing 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 lime 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 raid 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 aller written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor here've 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 should 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 Jay and year first written.

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demption, a disuch in fits, issue;, and in fits, then on ecic may be applied of the payment of the property.

ness, cost, is cer nautre, and of test fier a necessary for the projection of the property. AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the tight immediately to foreclose this mortgage, tand upon the filing of any billicotting to the purpose, the court in whole of any at any time, theresafter, either before or after sale, and without included may at any time, theresafter, either before or after sale, without included to the solvency or insolvency at the time of such 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 indeptedness accured, hereby, and without redgention her allowed persons the second or persons the same shall then be occupied by the owner of the equity of the deption, as a control of the indeptedness are used. Of the appoint a second to the same shall then be occupied by the owner of the appoint a second to the forther the more stand premises or whether the Mortgagee in possession of the premises, or appoint a second the the same benefit of the premises of the second to collect the rents, issues, and profits of the said premises during the benefit of the said premises during the same and profits of the said premises during the same during the same and profits of the said premises during the same said premises during the same said premises during the same said premises during the said premises during the same said premises d

by for a period of thirty (30) days after the value date thereof, or in case of a breach of any other covenant or agreement herein atipulated, 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. VINE EVENT to default in making any monthly payment provided tot herain and the note accuracy here-

payable. This option may not be exercised by the mortgages when the includibility for insurance under the National Rousing Act is due to the mortgages's failure to remit the mortgages when the including to the mortgages's failure to remit the mortgages having including too the mortgages. THE MORTCACOR FURTHER ACREES that should this mortgage and the note secured hereby not be eiligible for insurance under the Wattonal Housing Act within 60-0042 from the date, we set (written state) to include the officer of the Department of Housing and Urban Development of the DAYS time date of the dated subsequent to the size of DAYS time from the date of the officer of the note and this mortgage, being deemed conclusive proof of such ineligibility) the Mortgage or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. This option may not be exercised by immediately due and payable.

a public use, the damages, proceeds, and the consideration for such acquistic a. . o the extent of the full amount of indebtedness upon this Mortgages and shall be paid forthwith to the Mortgages to be applied by the metangeness secured the indebted as secured hereby whether due or not

THAT if the premises, or any part thereof, be condemned under any power, of emisent domain, or acquired for

indebtedness secured hereby, all tight, title and interest of the Mortge of in and to any insurance policies then in core shall pass to the purchaser or grantee. chall be held by the Mortgagee and have attached thereto to spayable clauses in favororisme and increase shall be carried in companies approved to spayable clauses and favororisme and have attached thereto to spayable clauses in favororisme incompanies of the Mortgagee. In event of loss Mortgager will give in set, "centrice by mail to the Mortgagee and the Mortgager and each neur nee company concerned is fereby authorized and directled to fine who the Mortgager and the Mortgager of the Mortgager and the Mortgager and the Mortgager and the Mortgager at its option either to the Mortgager and the indepted property damaged. In the concentral the indepted and the mortgage on other transfer of the Mortgager and the mortgager on this mortgage and to any citie the mortgager and to any incompanies in the indepted in the Mortgager on other transfer of the Mortgager on the mortgager on the indepted in the Mortgager on the indepted in the Mortgager on the indepted in the Mortgager on the Mortgager on

THAT HE WILL KEEP the improvements 1 ow existing or hereafter erected on the mortgaged property, in-and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay prompt-ly, when due, any premiums on such insurance profits as may be required by the Mortgagee and will pay prompt-ly, when due, any premiums on such insurance profits in its inority, in-

AND, AS, ADDITIONAL, SECURALLY And profits now due or which may bereatier become due for the sure. So the permisses in the secination of the permisses of the permisses in the receinabove described.

the striount of brincipels then remained, whence the said note.

Defence: their committed in the firm a secondified index subsection (e) of the biseceeding paragraph sets credit against susti upply, at the time of ''... commercement of such proceedings or at the time the property is otherwise acquired, the sale of the premises, cov (ted 1 treby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee account of the Mort." or any balance constining in the funds accomulated under the provisions of seiterstion of the provisions of this inoctage resulting in a public shall tender to the Margagee, in accordance with the provisions of the mote secured hereby, full payment of the entire, indeptedness, credit to the indeptedness, credit to the payment of such ground tents, taxes, essessments, or insurance premiums, shall be due, it at any time, the defeats when the amount of the payments actually made, by the Mortgages for ground rents, taxes, and assessments, or incurance of the payments of the case may be, such exceed, if the loan is current, at the option of the Mortgagen; shall be credited on such exceeding, the Mortgagen; the monthly payments to be made by the Mortgagen, or refunded to the Mortgagen; It, however, the monthly payments made by the mother subsection, (s) of the preceding paragraph, that not be, sufficient to pay, ground rents, and at to manify payments, as the case may be, when the same shall become due and payable, then taxes, and at to mental, or incurance premiums, as the case may be, when the same shall become due and payable, then If the total of the payments made by the Morigagor under subsection (e) of the preceding paragraph shall exceed

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(1) ground rents, it eny, taxes, apecial essessme (11) interest on the note secured hereby, and (111) smontastion of the principal of the said note.

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the said note is fully paid, the following sums:

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PRIVILEGE IS RESERVED TO PAY THE DEAT.