payable on the first day of

UNOFFICIAL COP 1754

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 RAYFORD BROWN, JR. AND VICTORIA M. E BACHETOR	BROWN, HIS WIFE A	NND JOHN M. H	ANANIA, A
FLEET MORIGAGE CORP. ————————————————————————————————————	of THE STATE OF I	HODE ISLAND	
WITNESSETH: That whereas the Mortgagor is just promissory note bearing even date herewith, in the pri WENTY NINE THOUSAND EIGHT HUNDRED FORTY	tly indebted to the Moncipal sum of TWO AND NO/100-	ortgagee, as is ev	(\$ 29,842.00)

DECEMBER

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 WARRAN in a the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of

2015

LOT 44 IN BLOCK 15 IN THE FUEDTVISION BY THE CALLMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF FETION 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPIL MERIDIAN (EXCEPT THE RIGHT OF WAY OF THE BALTIMORE, PITTSBURG AND CHICAGO RAILROAD, THE SOUTH CHICAGO AND WESTERN INDIANA RAILROAD AND THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD), IN COOK COUNTY, ILLINOIS.

TAX# 26-06-105-003 vol. 295 TP Chicago, 16

TOGETHER with all and singular the tenements, hereditaments and apputenances 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.

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 materia) 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 Mortgagoe 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.

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ceqing paragraph: said note and shall properly adjust any payments which shall have been made under subsection dividitie presection (1) of the preceding philigriph as a credit again. (* amount of principal then committee under account of principal the philigriph as a credit again. (* amount of principal then committee account of philiprince and the workske ieżali ukiri s bapiel kingerotewo za karag perapia o prokake ieżali po karag prokake karag property amount of such indebledness, credit to the a count of the Mongagor all payments made under the provisions of subsection (a befoliable preceding paragraph" of the biggagee has not become obligated to not 10 the begins of thousing and cut being Development and the biggage has not become and cut being the preceding preceding the provisions. Of thousing and cut being the provision of the provision and payable, then the Mortgagor on All pay to the Mortgagee any amount necessary to make uptibe deficiency; on before the date when payapile of the Mortgagor of The Mortgagor of the Mortgagor of the Mortgagor shall be Mortgagor, in accordance with the portgagor shall be most or necessaried thereby, the Mortgagor shall be much or necessaried thereby, the Mortgague shall in computing the horizon of the entire mach or necessaried thereby, the Mortgague shall in computing the subsequent payments to 'e ma'e by the Mortgagor, or refunded to the Mortgagor If however, life monthly payments mute by the Mortgagor under ubsection (b) of the preceding paragraph shall not be sufficiental perome due mude by the Mortgagor under ubsection (b) of the preceding paragraph shall not be sufficientally payments tents.

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WHEN THE PRIVITEGE SECRETARY OF THE DEBT, THE WHOLE OF THE PAY OF THE

.AWO the said Mortgagor further covenants and agrees as follows:

STATE OF ILLINOIS

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AND IN THE EVFNT 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 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 prefits 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 C.SE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable to confil be allowed for the solicitor's fees, and stenographers' fees of the complainant in such priceroding, and iso for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such terminate, and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be code a party theory by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys in 50 does of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further liken and more attorneys about the said premises under this mortgage, and all such expenses shall become so much additional more response to the party and be allowed in any decree foreclosing this mortgage.

of the attorneys of side times of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a tornee from and more upon the said premises under this mortgage, and all such expenses shall become so much additional mosts times secured hereby and be allowed in any decree foreclosing this mortgage.

Anti-THERE SHALL By INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in the particles of any such decrees (1) All the costs of such suit or suits, advertising, sale, and conversance indicators, and stemographers' fees, outlays for documentary evidence and costs of such suits abstracts of more mination of title, (2) all the moneys advanced by the Mortgagee, if any, for the suppose authorized of the origing with interest on such advances at the rate set forth in the note secured here's form the time such advance, are made, (3) all the accrued interest remaining unpaid on the independent entered in the such as a considerable such as a considerable and any shall the overplus of the proceeds of sale, day, shall the such as a considerable of the proceeds of sale, day, shall the sale proceeds of sale, day, shall the sale proceeds of sale, and shall the sale proceeds of sale, shall the sale proceeds.

If Morgagor and place of the state of and in the manner aforesaid and shall abide by, comply with, and it. Derivan as the conversable has been been been been this conveyance shall be null and void and Mortager with a thin from the days after written a mand therefor by Mortgagor, execute a release or satisfaction of this mortgage and Mortgagor correby expect the beautiful of all statutes or laws which require the earlier execution of the first mortgage.

IT IN FRPPLIELY AGREED that recentersion of the time for payment of the debt hereby secured given by the Militagem to who accommission in interest of the Mortgagia shall operate to release, in any manner, the original finalists of the Mortgagia.

THE COVENANTS HEREIN CONTAINED shall bind, and its benefits and advantages shall inure, to the temperature form executions, administrators, successors, and easigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminize

WITNESS the hand and seal of the Mortgagor, the day and year first written.	
Rockel Bank 1 50000 Winter at 1 Brown	[SEAL]
RAYFORD BROWN, JR. , VICTORIA M. BROWN, HIS WIFE	
Sho M. Hanania [SEAL]	[SEAL]
JOHN M. HANANIA, A BACHELOR	
TATE OF ILLINOIS	

5.53

COUNTY OF COOK

aforesaid. Do Hereby Certify That RAYFORD BROWN, JR. AND VICTORIA M. BROWN, HIS VIFE and JOHN M. HANANIA, A BACHELOR Subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their 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

28 day Marendey, A. D. 1981

DOC. NO.

, Filed for Record in the Recorder's Office of

County, Illinois, on the

01

day of

A.D. 19

at

o'clock

m., and duly recorded in Book

of

Page

THIS INSTRUMENT WAS PREPARED BY GREG MCLAUGHLIN FOR:

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This rider attached to and made part of the Mortgage between RAYFORD BROWN, JR. AND VICTORIA M. BROWN, HIS WIFE AND JOHN M. Mortgagor, and FLEET MORIGAGE CORP. Mortgagee. dated NOVEMBER 26, 1985
HANANIA, A revises said Mortgage as follows:

BACHETOR

1. Page 2, the second covenant of the Mortgagor is amended to read:

That, together with, and incaddition to, the monthly payments of principal and incerest 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:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable one policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as escimated 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
- (b) All payments mentioned in the two preceding subsections 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 Mortzagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (1) ground rents, if any, taxes, special assessments, fire, and other lazard insurance premiums;
 - (II) irrelest on the note secured hereby; and (III) am. clustion of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Moungagir prior to the due date of the next such payment, constitute an event of default unfor this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (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 Mortgages 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 praceding 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 wall pay to the Mortgagee any amount necessary to make up the deficiency, on my before the data when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If convitue the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, 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 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 hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of our proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the mount of principal then remaining unpaid under said note:

2. Page 2, the penultimate paragraph is amended to add the following sentence:

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 ...libre to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the morrgage referred to herein.

JOHN M. HANANIA, A BACHETOR

MOTEGREOT MAYFORD BROWN, JR.

MOTEGREOT MAYFORD BROWN, JR.

MOTEGREOT VICTORIA M. BROWN, HIS WIFE

STATE OF ILLINOIS)
COUNTY OF COOK)

day

anna

GIVEN under my hand and Notarial Seal this 26

Notary Public

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This files issued to and made pure if the Coruges December DAYSORD BROWN, JR. MN VICTORIA M. BROWN, HER SHEEL SHOULD ACKNOWN V. VOTER SHEEL WAS ALLED WITHOUT CORP.

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- estimoved lie the designing esti so encirosador gallacera ous ede mi beneficiar comerca lis to be raue under the note seduced hereby whill be idded cognitive and the aggrerate amount. Thereof shall be pake by the Mortyager and mouth in a stagle payment to be applied by the throughes to the following loans in the creating cortain
 - ground cance, if any, carea, apecial assessmental fire, and other density theurynes prestungt
 - incurred on the note secured hereby; and
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