

RETURN TO:
WESTAMERICA MORTGAGE COMPANY
P.O. BOX 5067
DEPT. 22
ENGLEWOOD, CO 80155

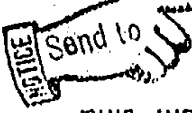
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SEP 23 1986 86437713

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

MORTGAGE



THIS INDENTURE, Made this 11TH day of SEPTEMBER, 1986, between

MYLES BAUER AND CYNTHIA M.D. BAUER, HIS WIFE----- Mortgagee, and
HOME FAMILY MORTGAGE CORP.----- Mortgagor, and
a corporation organized and existing under the laws of THE STATE OF ILLINOIS
Mortgagee.

CR-11700

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 EIGHTY THOUSAND THREE HUNDRED EIGHTY FOUR AND NO/100----- Dollars (\$80,384.00)

payable with interest at the rate of NINE AND ONE HALF per centum (9.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in ELMHURST ILLINOIS, 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 THIRTY NINE AND 39/100----- Dollars (\$839.39) on the first day of NOVEMBER, 1986, 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 2001.

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 1 IN BLOCK 61 IN HOFEMAN ESTATE IV BEING A SUBDIVISION OF PART OF SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1957 AS DOCUMENT 16870207 IN COOK COUNTY, ILLINOIS.

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THIS INSTRUMENT WAS PREPARED BY: CHERYL L. BROWN, HOME FAMILY MORTGAGE CORP.
188 INDUSTRIAL DRIVE, SUITE 330
ELMHURST, ILLINOIS 60126

THE HUD92116M (580) RIDER ATTACHED HERETO AND EXCEPTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HERETO.

490 ILLINOIS BLVD., HOFEMAN ESTATES, IL 60194 PH07-15-321-009 ml

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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 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 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.

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HUD-92116M (5-80)

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, when the whole of said principal sum remaining unpaid (together with accrued in- terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

The MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be all- rible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written state- ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY DAYS time from the date of this mortgage, deciding 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.

All insurance shall be carried in compliance approved by the Mortgagee and the policy and terms there- of shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of the Mortgagee. In the event of loss the Mortgagee will give immediate notice by mail to the Mortgagee, who may make good of loss if not made promptly by the Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee. The Mortgagee will not be liable for the production of the instrument hereby secured or to the restoration or repair of the property covered. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in violation of the provisions of this mortgage, all rights, title and interest of the Mortgagee in and to any insurance policies then in force shall inure to the benefit of the Mortgagee, and the Mortgagee shall be deemed to have acquired the same by operation of law.

IN WITNESS WHEREOF, the Mortgagee, its authorized agents, and the Mortgages, and the Note secured hereby, remaining unpaid, were lawfully executed by the Mort- gagee and the Mortgages, and the Note secured hereby, on the date hereof, and the amount of the principal sum secured hereby, together with interest thereon, is hereby acknowledged by the Mort- gagee and the Mortgages, and the Note secured hereby, to be applied by it on account of the indebted- ness secured hereby, whether due or not.

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AND the said Mortgagee further covenants and agrees as follows:
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 Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sum:

1. A sum equal to the unpaid principal, plus the premium that will next become due and payable on the policy of fire and other insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property, all as estimated by the Mortgagee from all bills and receipts provided by the mortgagor to the Mortgagee, in the case where such bills and receipts, premiums, taxes and assessments will be paid by the mortgagor, in such bills and receipts, premiums, taxes and assessments, and other miscellaneous items.

2. All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the terms of the mortgage, shall be added together and the aggregate amount thereof shall be paid by the Mortgagee to the mortgagee on the first day of each month until the mortgage is fully paid.

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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 therein 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.

[Signature] [SEAL] [Signature] [SEAL]
MYLES BAUER CYNTHIA M.D. BAUER, HIS WIFE
[SEAL] [SEAL]

STATE OF ILLINOIS

COUNTY OF Cook

I, THE UNDERSIGNED, a notary public, in and for the County and State aforesaid, Do Hereby Certify That MYLES BAUER and CYNTHIA M.D. BAUER, his wife, personally known to me to be the same person whose names ARE 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
Maureen E. Wojtowicz, Notary Public
DuPage County, State of Illinois
My Commission Expires April 4, 1990

14th day Sept A. D. 1989
[Signature]
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 m., and duly recorded in Book of Page

DIAM 00 81

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$13.25
192222 FROM 0314 09/25/86 13:45:00
#5429 # B *-86-437713
COOK COUNTY RECORDER

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