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This Indenture, Made this

22ND

day of SEPTEMBER

1986, between

JEWELLEE DIEMER, A SPINSTER HERITAGE MORTGAGE COMPANY

and a property of pMortgagor, and

a corporation organized and existing under the laws of the STATE OF ILLINOIS at the state of the laws of the STATE OF ILLINOIS at the state of the s

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पान, जन्म हो जन्म माराज्यांचा स्टब्स मुख्यांचा का होते हैं । उन्हें माराज्यांचा पान ... 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 THREE HUNDRED FIFTY, AND NO/100make attracting (33) viring the con-

(\$ 53,350 \ 00) h d d d d

and the contract of the contra

es, es, la procesión de marchanista de espeny a **Dollars**er payable with interest of the rate of TEN per centum (10.0%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgages at its office in CHICAGO, ILLINOIS or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-on the first day of NOVEMBEI. 1986, and a like sum of 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 , 20 01.

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 contain d, loes by these presents Mortgage and Warrant unto the Mortgagee, its successors or usulgne, the following described; Real Betate situate; it mr. and being in the county of the COOK of the state of the state of the county o and the State of Illinois, to wit:

LOTS 45 AND 46 IN BLOCK 14 IN FAIRMONT, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SOUTH OF CHICAGO. ROCK ISLAND AND PACIFIC RAILROAD IN SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. adding proceedings application in the first and the light of their

COMMONLY KNOWN AS: 9304 SOUTH KING DRIVE, CHICAGO, ILLINOIS 60609 WHICH HE

PITN: 25-03-320-023 AND 25-03-320-024 VOL. 283.
THIS INSTRUMENT PREPARED BY AND RETURN TO:

HERITAGE MORTGAGE COMPANY

1000 EAST 111TH STREET

CHICAGO, ILLINOIS 60629

JOHN R. STANISH, PRESIDENT

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits there of; 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 auccessors 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 permitto 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 Mortgages. 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 3000 such forms of insurance, and in such amounts, as may be required by the Mortgagee,

of any or long or more t

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide The thirty of the profit of the summer of the for perfectio Merigage Insurance Premium payments. A 2000 1979

Page 1 of 4

HUD-82116M (10-85 Edition)... 24 CFR 203.17(a)

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sion for payment of which has not been made hereinbefore; pay prompily, when due, any premiums on such insurance provifor such periods as may be required by the Morigagee and will olycl psysta?! csensines and contingencies in such smonnts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as nigy be required. That he will keep the improvements now existing of hereafter

become due for the use of the premises hereingbove described. the rents, issues, and profile now due or which may hereafter. sloresaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebtedness

been made unifer subsection (u) of the preceding paragraph. note and shall properly adjust any payments which shall have against the amount of principal then chaining unpuid under said . Lunder subsection (b) of the precedin (b) agraph as a credit with sequired, the balance, then remaining in the funds accumulated of this mortgagerresulury ar a muhic sales of the premises covered cumulated under the covisions of subsection (b) of the preceding

Development, and any balance temaining in the funds ac-Decome obligated to pay to the Secretary of Housing and Urban fion (a) of "he preceding paragraph which the Mortgagee has not THE WALLERS OF ALL ALL MANAGER AND CONTROL PROVISIONS OF SUPECC. (1) 11 sud so long salegid note of even date and this instru-

shall tender to the Mortgagee, in accordance with the provisions insurance premiums shall belaucill at any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or helore the and payable then the Mottsagor shall pay to the Mortsagee any premiunts, as the case may be, when the same shall become due

to bay Richnd Tents Taxes, and assessments, or Insurance subsection (b) of the preceding paragraph shall not be sufficient however, the monthly payments made by the Mortgagor under made by the Mortgagor, for refunded to the Mortgagor, If, T. of the Motigagor, shall be credited on subsequent payments (10) be the case may be; such excess the loan is current, at the option ground icents, taxes, and nesessments, or msurance premiums, as amount of the payments neinally made by the Mortgagee for subsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

expense involved in handling delinquent payments. ment more than filteen (1) days in streats, to cover the exita not to exceed flour cents (4,) for each dollar (51) for each payunder this mortgage. The Mortgagee may collect a "fate chargett" Any deficiency in the gamount of any such aggregate monthly the monthly deficiency in the gamount of any such aggregate monthly deficiency in the gamount of any such aggregate monthly deficiency in the gamount of any such aggregate monthly deficiency in the gamount of any such aggregate monthly deficiency in the gamount of any such aggregate monthly deficiency in the gamount of any such aggregates and aggregates a

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charge, (in lieu of moi gage insurance premium), as the case may Secretary of Housing and Utban Development, or monthly off him sonstruction to realize contract of insurance with the

The said premises in good repair, the Mortgages may pay such taxes, the order set forth:

(in the mises in good repair, the Mortgages may pay such the set of the month in a single secured hereby shall be added together and the aggregate amount

"of this paragraph and nil payments to be made under the note (c) All payments mentioned in the two preceding subsections

รุประวัติ สรรรรมแกนเรา สมด Mortgagee in trust to pay said ground rents; premiums, taxes and and assessment will become delinquent; such sums to be held by month prior to the date when such ground rents, premiums, taxes Herefur divided by the flumber of months to elapse before one free flux plus satisfied by the Mortsages, less all sums already paid effection divided by the flumber of months to elapse before one of life and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies dats (h) www.summ.equal-to the ground rents, if any, next due, plus

delinquencies or prepayments; balance due on the note computed without taking into account ment, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twellth sale(MX2) of one-twellth Mending at and applicable Regulations thereunder; or hereby of if the Mortgages shall for y at the time of the commencement are held by the Secretary of Housing and Orban Develop
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by, the Secretary of Housing and Urban Development, as follows; "Water iness represented thereby," the Morigagee shall, in com-Picharge (inflieu of a mortgage insurance premium) if they are held or the more secured hereby, full payment of the entire inment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-(4), (An amount sufficient to provide the holder hereof with

collowing sunts:

List day of each month until the said note is fully pard, the secured nereby, inc Mortgagor will pay to the Mor gages, on the of himorpal, and interest payable under the ic. ms. lot che note That logether with and in addition to, he'r ionthly payments

on any installment due date The privilege is reserved to pay? e cedt in whole, or in part,

EL AGIO And the said Mortgage. Lither covenants and agrees as

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ment, or lien so com sird and the sale or forfeiture of the said solver hije is it is in the collection of the itex seess lega proceedin 21 rought in a court of competent jurisdiction. alibi.confestific.same oruthe validity thereof by appropriate ments stituated thereon, so long as the Mortgagor shall, in good inorigage to the contrary included however (all other provisions of this mortgage to the contrary including), that the Mortgage to the contrary including, that the hot gainst the stall not be required not shall it have the right to pay, idealistic the option of any tax, assessment, or tax, iten upon or against the premises described herein or any pair thereof or the improvements of any as the Mortgage shall in good

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proceeds of the sale of the mortgaged premises, if not otherwise iduni indebrediress secured by this mottgage, to be paid out of and moneys so paid or expended shall become so much addi-

Thirk deen necessary of the property serion thereof, as in its discretion wasessucura and maniance breminms when due; and may make

the Mortage of the refusal or neglect of the Mortgagor to make

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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 favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, 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 directly to the Mortgagee instead of to the Mortgagor 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 damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the pur dater or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or required for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of independent unpaid, are hereby gase, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgager and shall be paid forthwith to the Mortgager to be applied by it or account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mort age and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY days from the date hereof) written statement of any officer of the Department of the 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, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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 stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon; shall rate the election of the Mortgages, without notice, become immediately due and payable.

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 filling of any bill for that purpose, the court in which such billeds 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 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 posses-sion 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 sult 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, This case the hand and acut of the Morreagus, the they and you the Lewipine.

costs, taxes, insurtifice, and other flems necessary for the profestion 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 of a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current of 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 profits for the use of the premises hereinabove described; and employ other persons and expend liself 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 suid 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.

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of this mortgage,
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gage and be paid out of the proceeds of any sule made in pursuance of any such decree: (1) All the costs of such sult or sults,
advertising, ale, and conveyance, including attorneys', solicitors',
and stenog, sphorts' fees, outlays for documentary evidence and
cost of said at thact 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. The overplus of the proceeds of said, if any,
shall then be paid to the Mortgage'.

shall then be paid to the Mortgager? And the more and the manager and the more and percent or the mortgager, the state and an the manner aforesaid and shall abide, by comply with and duly perform all the covenants and agreements herein the covenants and agreements herein the mortgage will, within thir v (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 Mortgages.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgages 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 blind, and the benefits and advantages shall inure, to the respective heirs, executions, administrators, successors, and assigns of the parties hereto, lake the Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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	Witness the hand and seal of the Mortgagor, the day and year first

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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (10/85)

This rider attached to and made part of the Mortgage between

JEWEIL E. DIEMER. A SPINSTER

dig.

Mortgagee

, Mortgagor, and MERITAGE MORTGAGE COMPANY

dated, SEPTEMBER 16, 1986

revises said Mortgage as follows:

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

That, together with, and in solition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe, 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 on policies of fire and other hazard insurance covering the mortgaged property (all as estimated by the Mortgagee) has all sums already paid therefor divided by the number of months to elapse before one month prior to the date of when such ground rents, premiums, takes 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 Mortgagor each month in a single payment to be applied by the Mortgagos to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, five, and other hezard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of principal of the said note.

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 or (actualt under this mortgage. The Mortgage may collect a "late charge" not to exceed four cents (4¢) for each dollar (act) for each payment more than figer (15) days in arrears, to cover the extra expense involved in handling deling and payments.

If the total of the payments made by the Mortgagor under subsection (a) of the problem paragraph shall exceed the amount of the payments actually made by the Mortgages for ground rents, taxes, and assess men's, or insurance premiums. as the case may be, such excess, if the loan is current, at the option of the Mortgagor, or small or 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 more taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payal le, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date wifen payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time 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 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 hereby, or if the Mortgages acquires the property otherwise after default, the Mortgages shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the lunds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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

insurance premium to the Department of Housing and Urban Development. under the Mational Housing Act is due to the Mongagees failure to remit the mongage This option may not be exercised by the Mortgages when the ineligibility for insurance

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