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Mortgage

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This Indesture, Made this	lSth	day of SUCOL	FEBRUARY 9542	. 19 86, between
DAVID YARBROUGH AND LUCILLE YARBR	ROUGH, HIS			Mongagor, and
FLEET MORTGAGE CORP	s of THE STA	TE OF RHODE I	SLAND	
ortgagee.			বিষয়ে শিল্পার জনার কুলি ক্রিন্তর ব কলেন বিষয়ে কিল্পার সংগ্রাহ	rain en partie en en <sup>e</sup> en en gris de peras en en e

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

क्षेत्रहुष्ट्रा (हुन्हु)रिक सम्प्राप्तिक स्तु हुन्य क्षेत्रहर्षण्ड कार्यक एक (547, 280, 00 --- ) FORTY SEVEN THOUSAND TWO HUNDRED EIGHTY AND NO/100payable with interest at the rate of ONE HALE per centum (---11.5 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN or at such other place as the 10) ler may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FOUR HUNDRE'S SIXTY EIGHT AND 21/100----on the first day of APRIL 19.86, 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 MARCH

y agy gadagil ar- yangan galuku d 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, for s 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 39 IN BLOCK 1 IN B. F. JACOBS SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 627 FEXT THEREOF) IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE TRIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 70-30-201-019 707 Wirchester

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the .e.a., issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or print 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 hereinaster 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 Montgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

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This form is used in connection with mortgages insured under the one- to four-lamily programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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Aperson, whose name is supported to the said instrument as all the life and voluntary act for the user and purposes LUCIELE YAK'ROI'CH DAVID YARBROUCH his wife, personally known to me to be the same

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DYAID KYBBBONCH

SEED SECOND Witness the hand and seal of the Mortgagor, the day and year first written.

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 ioss 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 foreelosure 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 prichaser or grantce.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the cor sid ration for such acquisition, to the extent of the full amount of mach edness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgag e and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or 1 ot.

The Mortgagor further agrees that should this mor gag, and the note secured hereby not be eligible for insurance under the National Housing Act within NINETY days from the date hereof) written statement 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 NINETY 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 helder 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, at the election of the Mortgagee, 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 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 Morrgagor, 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 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.

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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 Mortgager of others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the courtgollect 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 to 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 textonable 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 mostga; and be paid out of the proceeds of any sale made in persuance of any such decree; (1) All the costs of such suit or suits,
adventure, ale, and conveyance, including attorneys', solicitors',
and stenographers' fees, outlays for documentary evidence and
cost of said at suart 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 here's, from the time such advances are
made; (3) all the accurred 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 Mortgage.

If Morigagor shall pay said note at the vive and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then the co-weapnee shall be not and void and Morigagoe will, within this: CO days after written demand therefor by Morigagor, execute a chease or satisfaction of this morigage, and Morigagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Morigagoe.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Montgagee to any successor in interest of the Montgagor shall operate to release, in any manner, the original liability of the Montgagor.

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.

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note, and shall properly adjust any payments which shall have assure in the amonut (of brincipal furthis and and another asid The subsection of the preceding is a subspirit in the subspirit is a subspirit in the subsp thouse on the common of the co

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other Dazard frank, it any large, special assessment, life, and other Dazard incurance premiums;

(i) premium charges under the contract of insurance with the charge (in lieu of more see final charge (insurance bremum) as the case may charge (in lieu of more see final charge (in lieu of more see final charge).

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Of this paragraph and all payments to be made under the note. (c) All payments mentioned in the two preceding subsections

Special assessments; and Mortgagee in itractio pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by mouth blioc to the date when such ground tents bremining teates therefor divided by the number of months to empselbetore one erry (all as estimated by the Mortgagee) less all sums already paid -doid pageginous and no and liver the page axes and this -doid pagaginouilaul guriavos asmanant buzanto bite anil jo the premiums that will next become due and payable on policies (b) A sum equal to the ground tents, if any, next due, plus

gejindneuciez or brepayments. Dalance due on the note, computed without taking into account (IVI2) of one-half (IV2) per centum of the average outstanding premium) which shall be in an amount: equal to one-twelfth ment (a monthly charge) (in heu of a mongage insurance that ment are held by the Secretary of Housing and Urban Develop-Act res amecaded sand applicable Resultations thereunder or ing and Urban Development pursuant to the National Housing hands of the holder one (t) month prior to its due date; the anformulate of the holder one (t) month prior to its due date; the spiralized under the provider share of the pro tonat Housing Act, an amountisulficencing accomplaint in the ment are transed of the reinfunced under the provisions of the Na-

(1) Il and so long as said note of even date and this instruby the Secretary of Housing and Othern Development, as follows: charge (in hen of a mortgage miniance premium) if they are held menerally chemeter secured hereby sichneuted, or almonthy unism ein) li minimance premium it (his instrum (a) An amount sufficient to provide the holder hereof with

collowing sums!

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tree day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgree, on the of principal and interest payable under the terms of the note That together with, and in addition to, the mo. thly payments

That privilege is reserved to pay the dere in whole, or in part,

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And the said blongagor further venants and agree as

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the rath country and it was not not pred othered of the mile mongaged premises, it, not otherwise tionallindebiedness, secured by this mortgage, to be paid out of any mode, see paid of expended shall become so much addiit may deem necessary for the proper preservation thereof, and anculicosus (o line property letera morgaged as in its discretion assessments and may make said premises in good repair the Mortgages may pay such taxes, and premises in good repair the Mortgages may pay such taxes.