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MORTČAČ

1986, between

FEBRUARY

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THIS INDENTURE, Made this

Mortgagor, and

ALLSTATE ENTERPRISES MORTGAGE CORPORATION SIMMAUL CLENN AND GEORGIA S. CLENN, HIS WIFE

98848098

Mortgagee corporation organized and existing under the laws of THE STATE OF OHIO

(----00.0≥0,64\$) siellod -----FIFTY AND NO/100------promissory note bearing even date herewith, in the principal sum of FORTY SIX THOUSAND-----MILINESSELH: That whereas the Mortgagor is justly indebted to the Mortgages, as is evidenced by a certain

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or at such other place as the holder may designate in writing, and deliverance until paid, and made payable to the order of the Mortgagee at its office in or at such other place as the holder may de **TINCOFNEHIEE** payable with interest at the rate of ONE HALF --- per centum (10.50 --- - %) per annum on the unpaid bai-

ed; the said orincipal and interest being payable in monthly installments of LIAE HONDEED------

to yab tail and no aldayaq максн, 2001. the note is fully raid, except that the final payment of principal and interest, if not sooner paid, shall be due and

Winois, to wit: Estate situate, lying, and being in the county of COOK to state of bns NOW, THEREF RE 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 WALKANT unto the Mortgagee, its successors or assigns, the following described Real ents.

MERIDIAN, IN COOK COUNTY, ILLITOIS. % OF SECTION 31, TOWNSHIP 38 PORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL SUBDIVISION OF BLOCKS 1. AND 15 IN HUNTER'S SUBDIVISION OF THE NORTHWEST LOTS I TO 17 AND 29 fo 4; ALL INCLUSIVE, IN BLOCK 4 IN C. H. BECKWITH'S TOT 9 IN FIRST ADDITION TO HIGHLAND VIEW, BEING A RESUBDIVISION OF

20-31-109-009, VOL. 438

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the tents, 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 tixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, tight, 'itle,' and interest of the said Mortages or the said premisers. TOCETHER with all and singular the tenements, issues, and profits thereoff; and all apparatus and fixtures of every kind for the number of emerging, and singular the tenements.

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 hereix set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Milinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive. easimere bise of bus ni roges.

AND SAID MORTGAGOR covenants and agrees:

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 I he 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. 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 inclument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the har gagee, 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, is any tax on assessment that may be levied by authority of the State of Illinois, or of the county, town, large. Or city in which the said land is situate, upon the Mortewent on account of the ownership thereof: (2)

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. the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs 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

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 temove any tax, assessment, or tax lien upon or against the premises described berein 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 assist the same.

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That-privilege is reserved to pay the debt in whole, or in an amount-equal to one or more monthly payments on-the-principal that are next due on the note, on the first-day of any menth-prior-to-maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay. "Privilege is reserved to pay the debt, in whole or in part, on any installment ment.

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 Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;

 (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

 (11) If and so long as said note of even date and this instrument are held by the Socretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/2) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

 (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on
- (b) 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, plus taxes and assessments next due on the mortgaged property (all as estimated 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 into will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payme its mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secur difference shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a sign payment to be applied by the Mortgagee to the following items in the order set forth:

 (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charges (in lieu of mortgage insurance premium), as the case may be;

 (II) ground ren's, if any, taxes, special assessments, fire, and other hazard insurance premiums;

 (III) interest on the note secured hereby; and

 (IV) amortization of the 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 of default under this mortgage. The Mortgage may collect a "late charge" not to exceed four cents (4) for each dollar (\$) for each payment more than fifteen (15) days in arrears, to cover the extra expense in colved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee 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 Mortgigo), or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance promitims, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mo tgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represenced thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgager all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgager has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) 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 of if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commoncement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been mare inder subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afore aid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may he eafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the managed property, insured as may be required from time to time by the Mortgagee against loss by fire and other lazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgague and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and ranguals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form scceptable 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 purchaser or grantee.

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 consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be elifor insurance under the National Housing Act within <u>Sixty Days</u> from the date hereof (written stategible for insurance under the National Housing Act within _ 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 <u>Sixty Days</u> time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), _time from the date of this 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, at the election of the Mortgagee, without notice, become immediately due and payable.

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AND IN THE EVENT TH ud, the fortgages 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, no 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 tien car, charge upon the said premises under this mortgage, and all such expenses shall become so much additional in ebtedness 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 abeliact and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the nortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such a vances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the caid 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 Mortgages will, within thirty (30) days after writer demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives are 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 a signs 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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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between Simmaul Glenn and Georgia S. Glenn, His Wife , Mortgagor, and Allstate Mortgagee, dated 2/20/86 revises said Mortgage as follows:

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

That, together with, and in addition to, the monthly payments of principal and interest 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 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, plus lates and assessments next due on the mortgaged property (all as estimated 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
- (b) All payments mentioned in the two preceding subsections of this paragraph and all pryments to be made under the note secured hereby shall be adder together and the aggregate amount thereof shall be paid by the Morrigagor each month in a single payment to be applied by the Morrigago to the following items in the order set forth:
 - ground rents, if any taxes, special assessments, fire, and other hazard 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 of default under this mortgage. The Mortgagee may collect a "la'e charge" not to exceed four cents (4c) for each dollar (\$1) for each pryment 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 subjection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, ec 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 preceding 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 shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when 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 Mortgagee acquires the property otherwise after default, the Mortgagee

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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 funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said

limbo pare la deservita e escritor de la periodición de la 2. Page 2, the penultimate paragraph is amended to add the following sentence.

> wante 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 failure to remit the morrgage insurance premium to the Department of Housing and Urban Development.

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

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