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

26 TH day of TOMA Z. YOUSIF AND JOAN YOUSIF , RIS WIFE MARCH

between

Mortgagor and

COMMONWEALTH EASTERN MORTGAGE CORPORATION

a corporation organized and existing under the laws of Mortgagee.

THIS INDENTURE, Made this

**NEW JERSEY** 

86123491

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing FIFTY TWO THOUSAND SEVEN HUNDRED THIRTY SIX even date herewith, in the principal sum of Dollars (\$ \*\*\*\*\*52,736.00 AND 00/100

NINE AND ONE-HALF payable with interest at the rate of 9.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office or at such other HOUSTON, TEXAS 77027 in place as the by-der may designate in writing, and delivered; the said principal and interest being payable in monthly installments FIVE HUNDRED FIFTY AND 69/100 \*\*\*\*\*\*\*550.69 ) on the first day of MAY 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 provide on the first day of APRIL, 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 and the State of Dinois, to wit:

LOT 11 IN SALINGER AND HUBBARDS ADDITION TO ROGERS PARK IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, OF THE THIRD PRINCIPAL PERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1914, AS DOCUMENT 5494309 IN COOK COUNTY, ILLINOIS.

2817 W. PRATT AVENUE, CHICAGO, ILLINOIS 60645 PROPERTY ADDRESS:

THIS DOCUMENT PREPARED BY: 43 DANA IOVINO OMMONWEALTH EASTERN MORTGAGE CORPORATION 5005 NEWPORT DRVE SUITE 400 ROLLING MEADOWS, ILLINOIS

TAX I.D.# 10-36-306-003

TOGETHER with all and singular the tenements, hereditaments and appurtenances there who belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing acredight, 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 sair. 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, (I) 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.

> FMIL 00889803

STATE OF ILLINOIS HUD-92116M (5-80)

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AND IN THE EVENT that the whole of said debt is declared to be the, the mortgage 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 strict of its 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 said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any degree foreclosing this prortgage.

AND THERE SHALL BE UVCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (U An 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 and rized 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; (2), 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 a d i) 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 Mortgagoe 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 refer se or satisfaction by Mortgagoe.

IT IS EXPRESSLY AGREED that no extension of the tine 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.

WIT	NESS the hand and sea	l of the Mortgagor, the day and year f	irst written.	
<del></del>		[SEAL]	TONA VIVELTE	ISEAL
		[SEAL]	JOAN YOUST TURE	SD ISEAL
STATE OF	ILLINOIS		SS:	Ox
COUNTY	OF COOK			
1.	THE UNDERSIG	NED	a notary nubl	ic in and for the county and State
	o Hereby Certify That	TOMA Z. YOUSTF AND	WIFE, JOYN''YOU	STF and in Standy and Dail
	signed, se	aled, and delivered the said instrument ig the release and waiver of the right of	t as free	is day in person and acknowledged and voluntary act for the uses and A.D. 19
DOC. NO.		Filed for Record in th	e Recorder's Office of	
		County, Illinois, on the	day of	A.D. 19
at	o'eloek	m., and duly recorded in Bo	ok of	Page
	COMMONY	EALTH EASTERN MORTGAGE CON		
21-1-40		EMPORT DRIVE, SUITE 400	r.	HUD-92116NI (5-80)

IN THE EVENT Of default in making any monthly payment provided for herein and in the note accured hereby for a period of thinty (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 printing after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, without notice, become immediately one at the months are presented interest thereof, shall, at the election of the Montgages, without notice, become immediately one at the months are presented interest thereof.

the Vational Housing Act is due to the Moregage's failure to remit the morigage francism on the Department of Housing and Urban The Mational Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development of any officer of the Development dated subsequently of Housing and Urban Development dated subsequently of Housing and Urban Development dated subsequent of the Secretary of Housing to insure said note and this quention is a subsequent of the Secretary of the note may, at its option, declare all sums included to the note may, at its option, declare all sums included to the note may, at its option, declare all sums included to the note may, at its option, declare all sums included to the note may, at its option, declare all sums included to the note may, at its option, declare all sums included to the note may, at its option, declare all sums included to the note may, at its option, declare all sums included to the note may, at its option, declare all sums included before the note may, at its option, declare all sums included to the note may, at its option included included to the note may are its option included included included to the note may are its option included inc THE MORTOACOR HURTHER, AGREES that should this morgage and the note, secured hereby not be eligible for insumnce under

THAL Title premises for any partitional to the condemned under any power of eminent domain, or acquired for a plant domain, or acquired for a plant for the damages.

THAL Title premises for any partitional to the condemned under any power of eminent domain in this Mortgage, and the Mortgage to be applied forthwith to the Mortgage to be applied forthwith the forthwith to the Mortgage to be applied forthwith of the Mortgage to be applied the partition of the Mortgage to be applied to the Mortgage to be applied the partition of the Mortgage to be applied to the partition of the Mortgage to be applied to the partition of the Mortgage to be applied to the Mortgage to be applied to the Mortgage to the Mortg

All insurance shall be carried in companies approved by the Mortgages and the policies and receptable and the policies and receptable on the Mortgaged. In a sun of loss Mortgaged, the sun of loss Mortgaged will give immediate managed the sun of loss Mortgaged. In a sun of loss Mortgaged in a sun of loss Mortgaged with managed and in formation of the independence company concerned the managed managed managed of loss of the mortgaged in the Mortgaged in the Mortgaged and the Mortgaged and the Mortgaged and the Mortgaged and the Mortgaged in the Mortgaged in the Mortgaged and the Mortgaged and the Mortgaged and the Mortgaged in the Mortgaged and the Mortg

THATHE WILL KHEP the improvements now existing or hereafter ence or on the mortgaged property, insured as may be required from time by the Will KHEP the improvements now existing the interpretation for payment of which the work insurance provision for payment of which as may be not another than the periods and will pay promptly, when due, any prem. ". is on such insurance provision for payment of which

AUD AS ADDITIONAL SHOURITY, for the payment of the indebted as a forestaid the Mortgagor does hereby assign to the Mortgagee all the remains distributed and the promises therefore described.

(a) A sum squal nothing gound (rend 1.1) any 'next idue, 'plue, the premiums that will next become, due, plus the premiums that will next become, due, plus the premiums that will next become, due, plus the premiums that will be assessments, and assessments and assessments will become confidure on the inorganged property (alias estimated by the Mortgago) less all sums already paid therefor divided by the number of months of the confiduration of th titw that smutmore state state state that and smutmore state state

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