MORTGAGE

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

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THIS INDENTURE, Made this DOLORES THOMAS, SPINSTER

H (2754

31sT

day of MARCH

19 86 between

, Mortgagor, and

MORTGAGE CORRESPONDENTS OF ILLINOIS, INC.

a corporation organized and existing under the laws of THE STATE OF ILLINOIS Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, us is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

FORTY FIVE THOUSAND SIX HUNDRED FIFTY AND NO/100--- (\$ 45,650.00)

Dollars

payable with interest at the rate of TEN & ONE HALF per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in WOOD DALE. ILLINOIS 60191 or at such other place as the holder may designate in w., ting, and delivered; the said principal and interest being payable in monthly installments of FOUR HUNDAFD SEVENTEEN AND 58/100--
(\$ 417.58) on the first day of MAY , 19 86, and a like sum on the first day of each rad every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not see, a paid, shall be due and payable on the first day of APRIL , 2016

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 WARNANT 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: 16-17-202-C35 JO36 66

LOT 66 AND LOT 67 IN BLOCK 4 IN AUSTIN HEIGHTS BEING A SUBDIVISION OF

LOT 66 AND LOT 67 IN BLCCK 4 IN AUSTIN HEIGHTS BEING A SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 OF A. J. KNISELEY'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE SOUTH 108 ACRES OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MURIDIAN, IN COOK COUNTY, ILLINOIS.

ATTACHED REHABILITATION RIDER IS INCORPORATED HEREIN.

RECORD AND RETURN TO

PREPARED BY: CYNDI ALTIZER

MORTGAGE CORRESPONDENTS OF ILLINOIS, INC. 345 GEORGETOWN SQUARE - SUITE 219 WOOD DALE, ILLINOIS 60191

WOOD DALE, IL 60191

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing tent, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now by hereafter standing on said land, and also all the estate, right, Atic, and interest of the said Mortgagor in and to said premises.

TO LAY AND TO HOLD the above-described premises, with the appurtenance; and fixtures, unto the said Mortgagee it is accessors and assigns, forever, for the purposes and uses herein set facts, free from all rights and benefits under the by virtue of the Homestend Exemption Laws of the State of I lino s, which said rights and benefits the self-Mortgagor does hereby expressly release and waive.

AND SAID AOR GAGOR covenants and agrees:

To keep independent in good repair, and not to do, or permit to be done, upon said preades, anything that may interest the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any ben'd incohanics men or material men to attach to said premises; to pay to the Mortgagee, as here-inafter 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 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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STATE OF ILLINOIS HUD-92116M (5-80)

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AND IN THE EVENT that the whole of said deat is weclared to be due, 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 solicitor's fees, and stenographers' fees of the complainant in such proceeding, any n'so 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 rearge 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 SHAL. 'JE 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 rollinge 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 ault and void and Mortgagor will, within thirty (30) days after writter demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the conclits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagor.

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 Mortgage. 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 (!... written. THOMAS/SPINSTER STATE OF ILLINOIS COUNTY OF COOK the wideward , a notary public, in and for the county and State aforesaid, Do Hereby Certify That DOLORES THOMAS, SPINSTER , his wife, personally known to me to so the same subscribed to the foregoing instrument, appeared before me this day in person whose name signed, sealed, and delivered the said instrument as person and acknowledged that free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homentend. GIVEN under my hand and Notarial Seal this My Commission Expires 9/28/87 DOC. NO. Filed for Record in the Recorder's Office of County, Illinois, on the A.D. 19 day of m., and duly recorded in Book αt o'clock of Page 16-17-202-035

COMMONLY KNOWN AS: 18 SOUTH MENARD AVENUE CHICAGO, ILLINOIS 60644 991E219

(08-9) MB1126-GUH

THE EVENT, Of default in making any monthly payment provided for herein and in the note secured here-are 10800 initive 30) days after the due date thereof, or an remaining unpaid together with accrued in-mushering supulated the wither whole of said principal sum remaining unpaid together with accrued in-mereo; sains in a time selection of the model of the said principal sum immediately due and payable.

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REHABILITATION RIDER

- 1. Loan proceeds are to be advanced for the rehabilitation of the premises in accordance with the rehabilitation loan agreement dated <u>MARCH 31</u>, 19.86, between borrower and lender. This agreement is incorporated by reference and made a part of this mortgage. No advances shall be made unless approved by the Secretary of Housing and Urban Development.
- 2. If the rehabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the lender is vested with full authority to take the necessary steps to protect the rehabilitation improvements and property from harm, continue existing contracts or enter into necessary contracts to complete the rehabilitation. All sums expanded for such protection, exclusive of the advances of the principal indebtedness, shall be added to the principal indebtedness, and secured by the mortgage and be due and payable on demand with interest as set out in the note.
- 3. If the borrower fails to perform any obligation under the loan, including the commencement, progress and completion provisions of the Rehabilitation Loan Agreement, and such failure continues for a period of 30 days the loan shall, at the option of the lender, be in default.

DOLORES THOMAS/SPINSTER

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