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MORTGAGE

This form is used in copinection with mortgages insured under the one to four family previously of the National Mouring Act

THIS INDENTURE, Made this 28TH /// day of April
JOSEPH R. O'CONNOR, A BAD-ELOR AND LYME MARIE KORNACKI, A SPINSTER

. 1986. between

, Mortgagor, and

MANUFACTURERS HANOVER MORTGAGE CORPORATION a corporation organized and existing under the laws of DELANARE Mortgagee.

86167234

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 country of COOK.

LOT SIX (6) IN BLOCK SIX (61 IN MEDEMA'S EL VISTA SOUTHWEST, BEING A SUBDIVISION IN THE MORTHWEST QUARTER OF THE MORTHEAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY SIX (36) NORTH, ASMIGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT OF SUBDIVISION RECORDED APRIL 26, 1962 AS DOCUMENT 18459283, IN COOK COUNTY, ILLINOIS.

RE: 28-17-219-006-0000 PP

28-17-219-0C6-CCCO

TOGETHER with all and singular the tenements, hereditaments and exercitenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every lind 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, this, and interest of the said Mortgagor in and to seed premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances are dixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set fort), free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Diriois, 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 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 ishall 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.

This instrument is for use in the home mortgage insurance progarms under sections 203 (b), 203 (l), 203 (n) and 245. (Reference Mortgages Letter 83-21) (9/83)

STATE OF ILLINOIS HUD-92116M (5-80) Revised (10/83)



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Manufaduras fanores 15601 S. Cicero Oak Forest, K 60452



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AND the said Mortgagor further covenants and agrees as follows

PRIVILEGE IS RESERVED TO PAY THE DEBT, IN MADLE OR IN PART, ON ANY INSTALLMENT DUE of 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 pavable on policies of fire and other hazard insurance covering the mortgaged property, plus takes and assessments next due on the mortgaged property (all as estimated by the Mirtgager's 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, takes and assessments will become delinquent, such sums to be held by Mortgager in trust to pay said ground rents, premiums, takes and special assessments, and.

All payments mentioned in the preceding subsection 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 Mortgager each month in a single payment to be applied by the Mortgager to the following items in the order set forth.

(I) ground rents if any takes special assessments fore and other hazard insurance premiums.

- (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums, (II) interest on the note secured hereby, and (III) amortization of the principal of the said note.

Any defice e.cy in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the did dile of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to giver the extra expense involved in handling delinquent payments.

If the total of the symmets made by the Mortgagor under subsection a of the preceding paragraph shall exceed the amount of the proments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance the amount of the py-ments actually made by the Mortgager for ground rents, taxes, and assessments, or insulance 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 more by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection 4 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 Jeficiency, on or before the date when payment of such ground rents, taxes as essments, or insurance gremiums 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 Mortgreec shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance renaming in the funds accumulated under the provisions of subsection is 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 sto teager acquires the property otherwise after default, the Mortgager shall apply, at the time of the commencement of our proceedings or at the time the property is otherwise acquired, the bulance then remaining in the funds accumulated unless subsection. As of the preceeding paragraph as a credit against the amount of principal then remaining unpaid under son, note

AND AS ADDITIONAL SECUPITY for the payme it of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profite new due or which may hereafter become due for the use of the premises hereinabove described

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgages a clinst loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee 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 Movigagee and the policies and renewals thereof All insurance shall be carried in companies approved by the workgagee 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 the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Jortgagoe at its option either to the reduction of the indebtedness hereby secured or to the restoration or replicit of the protected of the mortgage or other transfer of the mortgagod property in extinguishment of the 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 ply 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 dorlain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the enter, of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby as agreed 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 eligible for insurance under the National Housing Act within 90 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 90 DAY time from the date of this Housing and Urban Development dated subsequent to the 90 DAY 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 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 mortgage insurance premium to the Department of Housing and Urban Development.

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 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 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.

rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and ex-pend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph. 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 tions, issues, and profits for the use of the premises hereinabove described; and employ other persons and exempts, issues, and profits for the use of the premises hereinabove described; and employ other persons and exempts, issues, and profits for the use of the premises hereinabove described; and employ other persons and exempts, issues, and profits for the use of the premises hereinabove described; and employ other persons and exempts.

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be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of 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. the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall 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

of sale, if any, shall then be paid to the Mortgagor. ceeds of any care made in pursuance of any such decree; (1) Art for costs of such such decrements of any care made in pursuance of according aftorneys, solicitors, and stenographers' fees, outdoing aftorneys, solicitors, and stenographers' fees, outlays for documentary of said abstract and examination of title; (2) all the moneys advances at the rate set forth in the note secured hereby, they time such advances are made; (3) all the accrued interest remaining unpaid on the included hereby, they cauced, (4) all the said principal money remaining unpaid. The overplus of the proceeds of table if the hereby secured hereby accured to the proceeds of the feel of the feel of the proceeds of the feel of the feel of the proceeds of the feel of the f 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.

If Mortgagot shall pay spid note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the convenants and agreements herein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after written demand therefor by Mortgagot, execute a release or satisfaction of this mortgage, and Mortgagov haveby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or natisfaction by Mortgagee.

lisbility of the Mortgagor. the Mortgagee to any successor in inferest of the Mortgagor shall operate to release, in any manner, the original IT IS EXPRESSLY AGREED too, or extension of the time for payment of the debt hereby secured given by

the feminine. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inuite, to the tespective heirs, executors, administrators, to essentiate 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 content of the plural that the content of the parties and the masculine gender shall include the plural that the content of the plural that the content of the parties and the masculine gender shall include the content of the co

WITNESS the hand and seat of the Mortgagor, and day and year first written.

61 'G'V lo yeb County, Illinois, on the Filed for Record in the Recorder's Office of 13.66.6 DOC: NO: LOSS TIGATE MY GOWWISSION 73 61 a V GIVEN under my hand and Notatial Seal this of homestead. free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right signed, seeled, and delivered the said instrument as person and acknowledged that To SOM R. O'CONNOR, A KIB. LEIOR. KONNOR, A KIB. LEIOR. KONNOR L. A SOMSHER Bis wife, personally known to Te to be the same subscribed to the foregoing instrument, appeared before within day in and LYNNE MARK aforesaid, Do Hereby Certify That a notary public, in and for the county and State COUNTY OF COOK STATE OF ILLINOIS [SEAL] [SEVI] MINE NYBIE KOBNYCKI О • СОИИОВ [SEVF]

MANUFACTURERS HANOVER MORTGAGE CORP. PREPARED BY AND WHEN RECORDED, RETURN TO: PAT BABCOCK

m., and duly recorded in Book

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