

State of Illinois

Mortgage

FHA Case No.

131: 4354963

, 19.86 , between day of APRIL This Indenture, made this 29TH STEPHEN J. GRUSZKA AND KAREN M. WESTON, A BACHELOR AND A SPINSTER , Mortgagor, and MANUFACTURERS HANOVER MORTGAGE CORPORATION a corporation organized and existing under the laws of DELAWARE Mortgagee. 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 NINETY EIGHT THOUSAND TWO HUNDRED FORTY SIX AND 00/100---payable with interest at the rate of NINE AND 500/1000-----9,500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in FARMINGTON ALLS, MICHIGAN at such other place as the noticer may designate in writing, and delivered; the said principal and interest being payable in monthly installments of EIGHT HUNDRED TWENT? SIX AND 11/100-----Dollars (\$ 826.11 19.86, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principel and interest, if not sooner paid, shall be due and payable on the first day of 2016

Now, Therefore, the said Mortgagor, for the cetter occurring of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, loss 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 Illinois, to wit:

LOT 31 IN BLOCK 1 IN GROH AND CHRISTIAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLICOIS.

pp# 16-30-207-027 75

Property addrew: 2226 S. Ridgeland, Porruga III 60402

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 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, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

-86-1'(1369

Page 4 of 4

DOMNEKS GROVE, ILLINOIS 60515 3051 OAK GROVE ROAD SUITE 110

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MANUFACTURERS HANOVER MORTCACE CORPORATION

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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 to 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, (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, tuwn, village, or city in which the said land is situate, upon the Mortgager on account of the ownership thereof; (2) a sum sufficient v. 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 Morangor to make such payments, or to satisfy any prior lien or incumbrange of her than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxe, 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 improvement 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.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt, in whole or in part on any installment 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) 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 assess-

ments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(b) 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 Mortgagor each month in a single payment be applied by the Mortgagoe to the following items in the order jet forth:

(i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(ii) interest on the note secured hereby;

(iii) amortization of the principal of the said note; and

(iv) late charges

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 "late charge" not to exceed four cents (4¢) for each dollar [\$1) for each payment 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 subsection (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, at 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, tixes, 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, ax assessments, or insurance premiums shall be due. If at any time are Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire in 'cbte lness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgager any balance remaining in the funds accumulated under the previsions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a mblic sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee 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 unpair to der said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now 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 Mortgagee against 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 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 loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

singular, and the masculine gender shall include the feminine. used, the singular number shall include the plural, the plural the ministrators, successors, and assigns of the parties hereto. Wherever advantages shall inute, to the respective heirs, executors, ad-The Covenants Herein Contained shall bind, and the benefits and

any manner, the original liability of the Mortgagor. successor in interest of the Mortgagor shall operate to release, in ment of the debt hereby secured given by the Mortgagee to any. It is Expressly Agreed that no extension of the time for pay-

earlier execution or delivery of such release or satisfaction by waives the benefits of all statutes or laws which require the release or satisfaction of this mortgage, and Mortgagor hereby (30) days after written demand thereis b Mortgagor, execute a veyance shall be null and void and Mortgagee will, within thirty form all the covenants and agn en ants herein, then this conmanner aforesaid and shall shine by, comply with, and duly per-If the Mortgagor shall pay said note at the time and in the

the sale, if any, shall then by paid to the Mortgagor. principal money, an ain ng unpaid. The overplus of the proceeds of unpaid on the indeb edness hereby secured; and (4) all the said such advan es o e made; (3) all the accrued interest remaining at the rate set routh in the note secured hereby, from the time pose auction ed in the mortgage with interest on such advances all in mineys advanced by the Mortgagee, if any, for the purevidence and cost of said abstract and examination of title; (2) colicitors; and stenographers' fees, outlays for documentary s lits, advertising, sale, and conveyance, including attorneys', oursuance of any such decree: (1) All the costs of such suit or mortgage and be paid out of the proceeds of any sale made in And There Shall be Included in any decree foreclosing this

and be allowed in any decree foreclosing this mortgage. shall become so much additional indebtedness secured hereby the said premises under this mortgage, and all such expenses such suit or proceedings, shall be a further lien and charge upon or solicitors of the Mortgagee, so made parties, for services in expenses, and the reasonable fees and charges of the attorneys made a party thereto by reason of this mortgage, its costs and other suit, or legal proceeding, wherein the Mortgagee shall be title for the purpose of such foreclosure; and in case of any documentary evidence and the cost of a complete abstract of complainant in such proceeding, and also for all outlays for allowed for the solicitor's fees, and stenographers' fees of the gagee in any court of law or equity, a reasonable sum shall be An in Case of Foreclosure of this mortgage by said Mort-

necessary to carry out the provisions of this paragraph. persons and expend itself such amounts as are reasonably use of the premises hereinabove described; and employ other court; collect and receive the rents, issues, and profits for the or beyond any period of redemption, as are approved by the gagor or others upon such terms and conditions, either within quired by the Mortgagee; lease the said premises to the Mortmaintain such insurance in such amounts as shall have been reassessments as may be due on the said premises; pay for and said premises in good repair; pay such current or back taxes and mortgage, the said Mortgagee, in its discretion, may; keep the an action is pending to foreclose this mortgage or a subsequent the above described premises under an order of a court in which Whenever the said Mortgagee shall be placed in possession of items necessary for the protection and preservation of the property.

payment of the indebtedness, costs, taxes, insurance, and other rents, seeles, and profits when collected may be applied toward the ciency, during the full statutory period of redemption, and such pendency of such foreclosure suit and, in case of sale and a deficollect the rents, issues, and profits of the said premises during the appoint a receiver for the benefit of the Mortgagee with power to an order placing the Mortgagee in possession of the premises, or hy the owner of the equity of redemption, as a homestead, enter value of said premises or whether the same shall be then occupied Mortgages in possession of the premises and without regard to the applications for appointment of a receiver, or for an order to place payment of the indeptedness secured hereby, at the time of such the solvency of insolvency of the person or persons liable for the any party claiming under said Mortgagor, and without regard to before or after sale, and without notice to the said Mortgagor, or court in which such bill is filed may at any time thereafter, either this mortgage, and upon the filling of any bill for that purpose, the due, the Mortgagee shall have the right immediately to foreclose And in The Eventified the whole of said debt is declared to be

notice, become immediately due and payable. icrest thereon, shall, at the election of the Mortgagee, without of said principal sum remaining unpaid together with accrued inany other covenant or agreement herein stipulated, then the whole thirty (30) days after the due date thereof, or in case of a breach of Video for herein and in the note secured hereby for a period of In the Event of default in making any monthly payment pro-

Housing and Urban Development. to insmit the mortgage insurance premium to the Department of under the Mational Housing Act is due to the Mortgagee's failure exercised by the Mortgagee when the ineligibility for insurance payable Motwithstanding the foregoing, this option may not be option, declare all sums secured hereby immediately due and incligibility), the Mortgagee or the holder of the note man, at its and this montgage being deemed conclusive proof of such time from the date of this mortgage, declining to insure said note subsequent to the agent of the Secretary of Housing and Urban Development dated Department of Housing and Urban Development or authorized

from the date hereof (written statement or any officer of the National Housing Act, within SAMP the note secured hereby not be eligive for insurance under the

The Mortgagor Further Agre a that should this mortgage and

the Mortgages to be apriled by it on account of the indebtedness secured hereby, whether the or not, of the Mortgagon to the Mortgagee and shall be paid forthwith to and the Note secured hereby remaining unpaid, are hereby assigned the extent of the full amount of indebtedness upon this Mortgage, darnages, proceeds, and the consideration for such acquisition, to any power of eminent domain, or acquired for a public use, the That if the premises, or any part thereof, be condemned under

policies then in force shall pass to the purchaser or grantee. right, title and interest of the Mortgagor in and to any insurance property in extinguishment of the indebtedness secured hereby, all closure of this mortgage or other transfer of title to the mortgaged restoration of repair of the property damaged, in event of foreeither to the reduction of the indebtedness hereby secured or to the or any part thereof, may be applied by the Mortgagee at its option Mortgagor and the Mortgagee jointly, and the insurance proceeds, ment for such loss directly to the Mortgagee instead of to the company concerned is hereby authorized and directed to make payof loss if not made promptly by Mortgagor, and each insurance

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Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 29THday ofA	PRIL 19 86
and is incorporated into and shall be deemed to amend and supp	lement the Mortgage, Deed of Trust or Security Deed
(the "Security Instrument") of the same date given by the under MANUFACTURERS HANOVER MORTGAGE GORPORATION.	signed (the "Borrower") to secure Borrower's Note to
of the same date and covering the property described in the Sec	urity Instrument and located at:
2226 SOUTH RIDGELAND BERWYN, ILLINO	
[Property Address	

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDIN TE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS I (S) IRANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S RIGH". TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall meen "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender of Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for addition a security only.

If Lender gives notice of breach to Borrower: (i) all lents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) eac't traint of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the ten int.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver n ay us so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other light or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Scource Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any or he remedies permitted by the Security Instrument.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in his 1-4 Family Rider.

STEPHEN J. GAUSZKA

...(Seal)
-Borrower

VADEN M WESTON

. .(Seal) -Borrower

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