

wording

Winder Male The Commence of the Personal

CMC #8388-4

131:4423019 203/244 10

30th. This Indenture, Made this day of Programme Control of the Constitution was the selection of the selection and all the selections are selected as a selection of the selection of th Alan B. Rosin and Martha Rosin, His Wife ---corporation organized and existing under the laws of _____ Thoustate Of Illinoislortgagee. Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even ate herewith, in the principal sum of Ninety Six Thousand Five Hundred and No/100ths; the control of the control of the first of the foreign of the control of the cont and the state of the state of the state of Nine and ; 96,500.00--) ayable with interest at the rate of One Half-- per centum (9.50--- %) per annum on the unpaid balance until paid, and made r at such other place as the police may designate, in writing, and delivered; the said principal and interest being payable in monthly intallments of Eight Hundred Eleven and 42/100ths. n the first day of July 1 36, and a like sum of the first day of each and every month thereafter until the note is fully aid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

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 class by these presents Mortgage and Warrant unto the Mortgagee, its successors r assigns, the following described Real Estate situate, lying, and being in the country of cook and the State of Illinois, to wit:

Lot 10 in William Zelosky's Subdivision of Clock 31 in the Subdivision of Section 19, Township 40 North, Pange 14, East of the Third Principal Meridian (except the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, of the East Half of the Southeast Cuarter thereof) in Cook County, Illinois.

3543 N. Ball, Chicago, Illinois 60618

Real Estate Tax No. 14-19-303-009

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the costs, issues, and profits ereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat; light; water; the power, and all plumber 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, ad interest of the said Mortgagor in and to said premises.

To have and to hold the above-described premises, with the apartenances and fixtures, unto the said Mortgagee, its successors dissigns, forever, for the purposes and uses herein set forth, to from all rights and benefits under and by virtue of the omestead Exemption Laws of the State of Illinois, which said that and benefits the said Mortgagor does hereby expressly lease and waive.

And said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit be done, upon said premises, anything that may impair the due thereof, or of the security intended to be effected by virtue

of this instrument; not to suffer any lien of mechanics men of 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, of any tax or assessment that may be levied by authority of the Change 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.

is form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide a periodic Mortgage insurance Premium payments.

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 her in 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 preven the collection of the tax, assessment, or lien so contested and the tale 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 where, or in part, on any installment due date.

That, together with, and in addition to, the monthly planers of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the fifts, day of each month until the said note is fully paid, the foligwing 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:

(1) 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 Secretary 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 (1/12) of one-half (1/2) per centum of the average outstanding themee due on the note computed without taking into account delinquencies or prepayments;

premiums that will next become due and payable on policies premiums that will next become due and payable on policies are and other hazard insurance covering the mortgaged proposition, plus taxes and assessments next due on the mortgaged proposition (all as estimated by the Mortgaged) less all sums already paid derefor divided by the number of months to clapse before one month prior to the date when such ground tents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground tents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

secured hereby shall be naded together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be aplied 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 charge (in lieu of mortgage insurance premium), as the case may be:
- (11) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby;
 - (IV) amortization of the principal of the said note; and
 - (V) 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 (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 Mortgagor, 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 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 all promonts made under the provisions of subsection (a) of the preceding pringraph which the Mortgagee 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 size of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the limb of the commencement of such proceedings or at the time the resterty 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 made under subsection (a) of the preceding paragraph.

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.

Il insurance shall be carried in companies approved by the tgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in or of and in form acceptable to the Mortgagee. In event of Mortgagor will give immediate notice by mail to the Mortre, who may make proof of loss if not made promptly by algagor, and each insurance company concerned is hereby torized and directed to make payment for such loss directly to Mortgagee instead of to the Mortgagor and the Mortgagee uly, and the insurance proceeds, or any part thereof, may be lied by the Mortgagee at its option either to the reduction of indebtedness hereby secured or to the restoration or repair of property damaged. In event of foreclosure of this mortgage other transfer of title to the mortgaged property in extinguishit of the indebtedness secured hereby, all right, title and inst of the Mortgagor in and to any insurance policies then in e shall pass to the paret aser or grantee.

hat if the premises, or any part thereof, be condemned under power of eminent domain, c. acquired for a public use, the mages, proceeds, and the consideration for such acquisition, to extent of the full amount of includencess upon this Morter, and the Note secured hereby remaining unpaid, are hereby yield by the Mortgager to the Mortgager and shall be paid hwith to the Mortgagee to be applied by it on account of the obtedness secured hereby, whether due or not

he Mortgagor further agrees that should this mo tgag, and note secured hereby not be eligible for insurance under the ional Housing Act within NINETY, DAYS—days from the date oil written statement of any officer of the Department of Ising and Urban Development or authorized agent of the etary of Housing and Urban Development dated subsequent he NINETY DAYS days' time from the date of this mortgage, ining to insure said note and this mortgage, being deemed dusive proof of such ineligibility), the Mortgagee or the ler of the note may, at its option, declare all sums secured by immediately due and payable,

the event of default in making any monthly payment prod for herein and in the note secured hereby for a period of ty (30) days after the due date thereof, or in case of a breach my other covenant or agreement herein stipulated, then the de of said principal sum remaining unpaid together with actinities thereon, shall, at the election of the Mortgagee, tout notice, become immediately due and payable.

nd in the event that the whole of said debt is declared to be the Mortgagee shall have the right immediately to foreclose mortgage, and upon the filling of any bill for that purpose, court in which such bill is filed may at any time thereafter, er before or after sale, and without notice to the said Mortor, or any party claiming under said Mortgagor, and without and to the solvency or insolvency of the person or persons le for the payment of the indebtedness secured hereby, at the : of such applications for appointment of a receiver, or for order to place Mortgagee in possession of the premises, and out regard to the value of said premises or whether the same I then be occupied by the owner of the equity of redemption, homestead, enter an order placing the Mortgagee in possesof the premises, or appoint a receiver for the benefit of the tgagee with power to collect the rents, issues, and profits of said premises during the pendency of such foreclosure suit , in case of sale and a deficiency, during the full statutory and of redemption, and such rents, issues, and profits when eted may be applied toward the payment of the indebtedness, 6 6 2 2 8 5 1 5 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 complaint ant 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 purty 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 decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortague and be paid out of the proceeds of any sale made in pursuance of any such decree: (i) 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 restract and examination of thie; (2) all the moneys advanced by the hortingee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereny, 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 munner 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 Mortgagee will, within thiny (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 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 assigns of the parties liereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

Mille		and year first w	4 Dai	He Bo	,	[SEAL
Alan B. Rosin		•	Martha Ros	in, his wife		[SEAL]
		(48114)				Incur
ate of Illinois)					
unity of COOK) <i>551</i>		. `			
1, the underson) H		notary public, in and		
the May Hua 1005 We son whose name so if Huly signed, sealed trein set forth, including the re-	l, and delivered the said i	nstrument as	ument, appeared	wife, personally kn before me this day ir ree and voluntary ac	person and ackno	wiedge
Given under my hand and N		30TH	day	MAY	, A.D. 1	9 86
•	pires Mor. 28, 1989	0/ _		usan M.	Samm	ي.
		τ_{\bigcirc}		Notary Public	٠	
c. No.	Filed fo	or Record in the	Recorder's Off	ice of		
		County, Illino	is, or the	day of	A.D. 1	9
o'clock	m., and duly	recorded in Boo	k J	of	page	
	9			0,		 -
THIS DOC. WAS PR		E MASCHKE	·	不分		
CROWN MORTGAGE C			•	DEPT-01 RECORD)TNG 1037-06/06/86	\$ 10:44
Oak Lawn, Ill 60	455	1.6			×-36-22	
) \$		t			CV.	
3		***				
	e de la companya de l			So co		
₹				4		

186 E28315