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MORTGAGE

This form is used in connection with mortgages intured under the one to four-family provisions of the National

311000 6008

THIS INDENTURE, Made this

13th

day of **AUGUST** 1986 between

Ruben R. Morales and Carren C. Morales, His Wife and Jose E. Morales and Norma E. Morales Mortgager, and DMR FINANCIAL SERVICES, INC. DMR FINANCIAL SERVICES, INC.---a corporation organized and existing under the laws of STATE OF MICHIGAN

Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgageo, as is evidenced by a cartain

payable with interest at the rate of TEN----- per centum (-----10.00 %) per annum on the unpaid bal-SOUTHFIELD, ance until paid, and made payable to the order of the Morigagee at its office in MICHIGAN or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FOUR HUNDRED SEVENTY THREE AND 22/100-----473.22) on the first day , 19 86, and a like sum on the first day of each and every month thereafter until of OCTOBER , 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 principal and interest, if not sooner paid, shall be due and payable on the first day of SEPTEMBER, 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 WARRANT unto the Mortgages, its successors or assigns, the following described Real COOK Estate situate, lying, and being in the county of

Illinois, to wit:
LOT 38 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 1 IN SUFFERN'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS. Tax I. D. NO. 17-06-303-027 VOLUME (8)

Commonly Knows As: 2028 W. Haddon, Chicago, IL 60622
This Document Prepared By: Bea Sierszuls'. JOMR FINANCIAL SERVICES, INC.

Mail To: 3219 N. Frontage Rd., Suite 1909 Arlington Heights, IL 60004

THE HUD-92116 M (5-80) RIDER ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HERETO

TOGETHER with all and singular the tenements, hereditaments and apportenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of everythind 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.

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 orth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illiness 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 ussessments on said premises, or any tax or assessment that may be levied by nuthority of the State of Illinois, or of the county, town. village, or city in which the said land is situate, upon the Morigagor 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 Morigagoe 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 in-cumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such tuxes, 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 Mortgages 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 natinfy the same.



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AND the said Mortgagor further covenants and agrees as follo

That privilege is reserved to pay the debt in whole, or in any installment due date. See the privilege is reserved to pay the debt in whole, or in any installment due date. See the privilege is reserved to pay the debt in whole, or in any the seek to see the seek the privilege is reserved to pay the debt in whole, or in any installment due date. See the privilege is reserved to pay the debt in whole, or in any installment due date. See the privilege is reserved to pay the debt in whole, or in any installment due date. See the privilege is reserved to pay the debt in whole, or in any installment due date. See the privilege is reserved to pay the debt in whole, or in any installment due date. See the privilege is reserved to pay the debt in whole, or in 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 hnjeby, the Mortgagor will pay to the Mortgagoe, on the first day of each month until the said note is fully paid, the following 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 previsions of the National Housing Act, an amount sufficient to accumulate in the hands of the helder ene (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 accorded, and annitable Resultations thereunder.

as amended, and applicable Regulations thereunder; or

(II) 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 tieu of a mortgage insurance premium) which shall be in an amount equal to ene-twelfth (1/12) of one-helf (1/2) per centum of the average outstanding belance due on the note computed without taking into account delinquencies or prepayments;

puted without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, it say, 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 mirgaged 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 assessment will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and access will be delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and access will payment a feature that the same and the less contract of this paragraph and all payments to be made under the note secured less by shall be added together and the aggregate amount thereof shall be paid by the Mortgage each month in a single asyment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in these of mortgage insurance premium), as the case may be;

(III) interest on the note secured hereby; and

(IV) amortization in the principal of the said note.

Any deficiency in the amount of any such aggregate monthly nayment shall, unless made good by the Mortgagor prior to the due date of the next such plymant, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed our 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 aubsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (6) 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 Mortgagor 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 Mortgagor in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor 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 mortgagor resulting in a public sale of the premises covered hereby, or if the Mortgagor acquires the property or addressed the processing paragraph. It there said on a distant under any of the provisions of this mortgage resulting in a public said 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 (6) of the preceding paragraph as a credit against the amount of processing their remaining unpaid under said note and shall properly adjust any payments which shall have been middly under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afterest the Mortgagor does hereby assign to the Mortgagee all the ronts, issues, and profits now due or which may heregier become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mor gaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hexards, 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 in a hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and relewals thereof shall be held by the Mortgages and have attached thereto loss payable clauses in favor of and in tum acceptable to the Mortgages. In event of loss Mortgagor will give immediate notice by mail to the Mortgages, 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 Mortgagor instead of to the Mortgagor and the Mortgagor lointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In 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 any insurance policies then in force shall paus to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for ' a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned 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 60 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 60 DAYS time from the date of this Housing and Urban Development dated subsequent to the 60 DAYS time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgages or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by 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 socrued in-terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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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 Mortgager, 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 nuch 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 hereinsbove 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 Mortgages in any court of law or equity, a reasonable sand shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and sino 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 Mortgages shall be made a party therefore by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgages, so made parties, for services in such suit or proceedings, shall be a further lien and complete upon the said premises under this mortgage, and all such expenses shall become so much additional indebtodoess secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree (oreclosing this mortgage and be paid out of the proceeds of any sale made in precuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including efformeys', solicitors', and stenographors' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgages, if any, for the purpose authorized 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; (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 agreement herein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written urmand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the becaute of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by lioringese.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgages to any successor in interest of the Mortgages ahall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED whall bind, and inc benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and staigns 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 first written.	;
Unline 16-1	Moralu [SEAL]	Carmen & m	realis [SEAL]
Ruben R. Morales		Carmen G. Mpraire,	His Wife
fare & Mari	[SEAL]		
Dose E. Morales		Norma E. Morales, Fil	Wife
STATE OF ILLINOIS	••		0.0
COUNTY OF COOK		84:	1/5.
, Josette M. B	AILEY	, a notary public, in a	nd for the covery and State
	ortify That RUBEN R. MORALES		
	AND NORMA E. MORALES		nown to me to be the same
person whose name a person and acknowledged	re subscribed to the	foregoing instrument, appea , and delivered the usid ins	ared before me this day inco
	r the uses and purposes therein a	et forth, including the release	itrument as their (7) ase and waiver of the right (3) (7)
GIVEN under my han	d and Notarial Seal this 13th	day August	, A. D. 19 86
My Commission E		haure M. Sa	lies
	\mathcal{I}		Notary Public
DOC. NO.	Filed for Record in the Rec	order's Office of	
	County, Illinois, on the	day of	A.D. 19
at o'clock	m., and duly recorded	in Book of	Page

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FHA CASE NO. 931,449-5657-703
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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage betweenRuhen R. Morales and Carmen G. Morales, His Wife and Jose E. Morales and Norma E. Morales William Mortgager, and DMR FINANCIAL SERVICES, INC. Mortgagee, dated AUGUST 13, 1986 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

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 nortgaged 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 assessments will become delinquent, such sums to or held by Mortgagee in trust to pay said ground rents, premiums, taxes and special ustraments; and
- (b) All payments mentioned in the two preceding subsections 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 to be applied by the Mortgagee to the following items in the order set forth:
 - (I) ground rents, if rny, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of principal of the said note.

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 lease 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, 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 thall 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 Motgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the proceding 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 Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at any 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 unpaid under said note.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

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.

Dated as of the date of the mortgage referred to herein.

2028 W. Haddon Chicago, 11 60622 Tax I.D. 17-06-303-027 Volume 584

Marma C. Mitales.
Norma E. Morales. His Wife

Mortgagor Rüben R. Morales

Carmen L. Morales

Mortgagor Carmen G. Morales, His Wife

Jan Z. Morales

Mortgagor Jose E. Morales

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