PREPARED BY: CASE # LOAN # 025840201 LYONS MORTGAGE CORP
RETURN TO:
LYONS MORTGAGE CORP
2 CHOSSROADS OF COMMERCE 4466667-703 The fiven is used in connection with mortal as insured under the one-to-rour-lamity provisions of the National Housing Act. ROLLING MEADOWS, IL 60008

MICHAEL J. FLANDERY AND Made this

11th

day of AUGUST

1986, between

SUSAN M. LARSON . HU LYONS MORTGAGE CORP HUSBAND AND WIFE

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

Mortgagor, and

)

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

ONE HUNDRED THREE THOUSAND SEVEN HUNDRED THIRTY ONE AND 00/100

Dollars (\$

103,731.00

TEN AND 000/1000

per centum (10.00000 %) per annum on the unpaid balpayable with interest at the rate of ance until paid, and made payable to the order of the Mortgagee at its office in ROLLING MEADOWS, IL 60008 or at such other place as the holder may designate in writing, and deliver-

ed; the said principal and interest being payable in monthly installments of

of OCTOBER , 19 86, and a like sum on the first day of each and every month thereafter until the note is fully para except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of SEPTEMBER, 2001

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 WARKANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK Illinois, to wit:

LOT 44 IN BLOCK 1 IN GEORGE M. HIGH'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 15 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 2º, TOWNSHIP 40 NORTH, RANCE 14 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

PIN# 14-32-102-029-000

Property + 2334 n. Chicago, II. JAn.SSen

COOK COUNTY, ILLINOIS FILED FOR RECGIRD

1988 AUG 25 AM 11: 47

86372898

See attached Prepayment Rider made a part bareof.
See attached One Time MIP Rider made a part bareof.
TOGETHER with all and singular the tenements, hereditaments and appartenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of e ery kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixture; in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, tele, 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 sec forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Linois, 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 increment; not to that may impair the value thereof, or of the security intended to be effected by virtue of this introduct; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgige), as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments a 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 henefit 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 Mortgogor to make such payments, or to satisfy any prior lien or incumbrance other than that for tuxes 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 the mortgagee may pay such cases, assessments, and tosurance premiums, when due, and may make such reparts 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 indebiedness, socured 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 of 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.

Replaces FHA-2116M, which may be used until supply is exhausted

STATE OF ILLINOIS HUD-02116M (5-80)

Property of Cook County Clark's Office

AND the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay-

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 Mortgagor, 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 fleu of a mortgage insurance premium) if they are hold by the Secretary of Housing and Urban Development, as follows:

(b) 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 (i) 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, of

(11) If and so long as said note of even date and this instrument are hold by the Secretary of Housing and Urban Development, a monthly charge (in fieu 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 balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on

(b) A sure could to the ground rents, if any, next due, plus the premiums that will next become due and payable on polities if fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the me tagged property (all an estimated by the Mortgager) less all sums already paid therefor divided by the number if months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become definquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and could be assessments, and

(c) All payments nertioned 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 Mortgager each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges in lieu of mortgage insurance with the Secretary of Housing and Urban Development, or monthly charges in lieu of mortgage insurance premiums, as the case may be;

(11) ground rents, it may taxes, special assessments, fire, and other hazard insurance premiums;

(111) interest on the mace secured hereby, and

(112) (113) interest on the mace secured hereby, and

(113) interest on the mace premiums assessments, fire and other hazard insurance premiums;

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 Mortgagoe may collect a "late charge" not to exceed four costs (4 ¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involves in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed If the total of the payments made by G. Mertgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagoe for ground reats, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the lear 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 reats, 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 amount necessary to make up the deficiency, on the same shall be due. 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, we recordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented Piereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgage all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Danalogment, and are halfage to pay the provisions of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary subsection (a) of the preceding paragraph 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 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 commercement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph us a credit against the amount of pricipal then remaining unpaid under said note and shall properly adjust any payments which shall have been made and a subsection (a) of the preceding paragraph. ceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforetaid the Mortgagor does hereby ansign to the Mortgagee all the rents, issues, and profits now due or which may here feer become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the nort niged property, insured as may be required from time to time by the Mortgagee against loss by fire and other of zords, 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 cenemals 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 to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee 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 pass 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 any aid, are hereby assigned by the Mortgager 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 SDTY (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 SDTY (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 Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and manually.

IN THE EVENT of defoult 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.

it o'clock	m., and duly recorded in Book	jo	2384
	County, Illinois, on the	Jo Kep	61 'a'v
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setson whose name iee and voluntary act for the u the property of the property	subscribed to the foregoing in signed, sealed, and delive uses and purposes therein set forth, in	ered the sold instrum	sa juomi
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the teminine.	seal of the Mortgagor, the day and yea		
respective heirs, executors, a	EIN CONTAINED shall bind, and the b administrators, successors, and assign sclude the plural, the plural the aingili	nd selling edition in	hereto, Wherever used,
indility of the Mortgagor.			

IT IS EXPRESSLY AGRED that no extension of the for payment of the debt hereby secured given by the Mottgagee to any successor in interest of the Mottgages to release, in any manner, the original

If Mortgagor shall pay said note at an time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and rigue, arms herein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after writt in temand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the penelits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

AND THERE SHALL, BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in a missioner of any such decree; (1) All the costs of such sults, advertising, and conveyance, including attention of title; (2) all the moneys advanced by the Mortgage, if any, dence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgage, if any, for the purpose authorized in the margine with interest on such advances at the rate set forth in the note secured betaby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the include accured, (4) and the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

of the attorneys a colicitors of the Mortgagoe, so made parties, for services in such suit or proceedings, shall be a further tien of charge upon the said premises under this mortgage, and all such expenses shall become so much additional indepress secured hereby and be allowed in any decree foreclosing this mortgage.

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

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 premises in good repair; pay such current or back taxes and assegations, may; keep the said premises in good repair; pay such current or back assed by the said premises; pay for and maintain such insurance in such amounts as shall have been required by the shortgagee; lease the said premises to the Mortgager 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 reals, is 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 THE EVENT That the whole of said debt is declared to be due, the Mortgagos shall have the right immediately to loseclose this mortgage, and upon the tiling of any bill for that purpose, the court in which such bills filed may at any time thereafter, either before a stress ale, and without notice to the said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appearament of a receiver, or for an order to place Mortgagor in possession of the premises of any party claiming under said Mortgagor, and without regard to the premises of applications for appearance of a receiver, or for an order to place Mortgagor in possession of the order to receiver, or for an order to compile for the payment of the order premises of the premises of receiver for the possession of the premises, or appoint a receiver for the pending the pendincy pending the said premises of such power to collect the rents, issues, and profits of the property during the benefit of the Mortgagor with power to collect the rents, issues, and profits and profits of the property dempited towned the premises during the dempition, and such rents, issues, and profits when collected may be applied towned the premises during the dempition, and such rents, issues, and other these neglected may be applied towned the property, and such rents, issues, and other thems necessary for the property. ness, costs, taxes, insurance, and other items necessary for the profection and preservation of the property,

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CASE #131:4466667-703

LMC	#	025840201
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MORTGAGE RIDER

The Rider, dated the lith day of AUGUST , 1986,
amends the Mortgage of even date by and between
MICHAEL J. FLANNERY AND SUSAN M. LARSON
the MORTGAGOR(S), and LYONS MORTGAGE CORP, AN ILLINOIS CORP. the Mortgagee
as follows:
1. In the first unnumbered paragraph, page two, the sentence which reads as follows is deleted:
That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least trirty (30) days prior to prepayment.
2. The first unnumbered paragraph, page two, is amended by the addition of the following:
"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."
IN WITNESS WHEREOF, MICHAEL J. FLANNERY AND SUSAN M. LARSON
~/ <i>/</i> -/
has set his hand and seal the day and hear first afor said. MICHAEL J. FLANNERY SUSAN M. LARSON (SEAL)
(SEAL)
(SEAL)
Signed, sealed and delivered in the present of McCole
Conn Ex 16-8-89

October County C

RIDER TO STATE OF LECINOIS MORTGAGE RUD-92116M (5-80)

This rider attached to and made part of the Mortgage between MICHAEL J. FLANKRY AND SUSAN M. LARSON MORTGAGE CORP Mortgage, dated AUGUST 11, 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 promiums 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 Mortgaged) 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 be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- b. All payments menifored in the two preceding subsections of this paragraph and all payments to be madareder 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 ronts, if any, 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 morthly payment shall, unless made good by the Mortgagor prior to the due date of the next payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (51) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of payments made by the Mortgreor under subsection (a) of the preceding paragraph shall exceed the amount of the payments of tually 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, sha'd 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, the Mortgager any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxos, 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 any balance remaining in the funds accumulated under the provisions of subsection (a) 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 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 them 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 incligibility 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.

Mortgagor MICHAEL J. FLANNERY

Sign M. Lawn

FIIA ILLINOIS

LMC# 535

SUSAN M. LARSON

Coop County Clerk's Office