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State of Illinois

Mortgage

FHA Case No. 131:4612018

2	This Indenture, Made this 22ND day of AUGUST , 1986 , between
ر ج	STEVEN R. CLARK AND LYDIA CLARK, HIS WIFE, Mortgagor, and
\subset	a corporation organized and existing under the laws of
	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 FIFTY EIGHT THOUSAND FIVE HUNDRED FORTY THREE AND 00/100
	(\$ 58,543.00) Dollars payable with interest at the rate of TEN per centum (10 %) per annum on the unpaid balance until paid, and made
_	payable with interest at the rate of TEN per centum (10 %) per annum on the unpaid balance until paid, and made
\tilde{c}	payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN
=_	or at such other place as the bolder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED THIRTEEN AND 76/100
	on the first day of OCTOBER, 1986, and a like sum of 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
	Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, by ng, and being in the county of COOK
	and the State of Illinois, to wit:
	O_{I}
	4/5 _*

LOT 36 IN BLOCK 19 IN JOHN MILLER'S INVING PARK ADDITION, BEING LOTS 2, 3, 4, 5, 16, 17, 28, 19 AND 20, AND PART OF THE SOUTHEAST 1 - AND PART OF THE NORTHWEST & OF THE NORTHEAST & OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

d appurtenances thereunto belong thereafter standing

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.

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[lea2] >0.00	LYDIA CLARK, HIS WIFE	IPOS)	STEVEN R. GLARK

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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 Sald 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 taxe, 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, 'coyn, village, or city in which the said land is situate, upon the Mortgager on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortganor to make such payments, or to satisfy any prior lien or incumbrane; other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such laxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its disc etion 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 clapse 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 to be applied by the Mortgagee to the following items in the order set 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, 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 repts. axes, 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 entile indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the necount of the Morgagor 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 requires the property otherwise after default, the Mortgagee shall copy, 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 uppaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe 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

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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 inure, 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 Mortgueor 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 statute or laws which require the release or satisfaction of this moltgage, and Mor gagor hereby (30) days after written demand therefor by Arr tos 601, execute a Veyance shall be null and void and Morigage will, within thirty form all the covenants and agreements seem the conmanner aforesaid and shall abide by with, and duly per If the Mortgagor shall pay sail and the time and in the

unpaid on the indebte in hereby secured; and (4) all the said principal money temaining unpaid. The overplus of the proceeds of the arise it any shall then hereaft in the Mortangor. the sale, if any, shall then be rail to the Mortgagor. such advances (revitade: (3) all the accrued interest remaining at the rate set form in the note secured hereby, from the time pose authorized in the mortgage with interest on such advances all the Living's advanced by the Mortgagee, if any, for the purdeno; and cost of said abstrack and examination of title; (2) solitions, and stenographers' feels, outlays for documentary Juits, advertising, sale, and conveyance, including attorneys, pursuance 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 for eclosing 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 but a further lien and charge upon or solicitors of the Mortgagee, ste made parties, for services in expenses, and the reasonable feet and charges of the attorneys made a party thereto by reason of this mortgage, its costs and other suit, or legal proceeding, wherein the Mongagee shall be title for the purpose of such foreigiosure; and in case of any documentary evidence and the obst 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 sages in any court of law or equity a reasonable sum shall be An in Case of Foreclosure of this mortgage by said Mon-

necessary to carry out the provisions of this paragraph, Videnozast sie a sinuonia nous lesti bracks and snorred 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 gugot or others upon such termi and conditions, cither within quired by the Mortgages; lease lite said premises to the Mort maintain 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 forcolose this morreage or a subsequent the above described premises under an order of a court in which Whenever the said Mortgages shall be placed in bossession of items necessary for the protection and preservation of the proper

of the indebtedness, costs, taxes, insurance, and other sues, and profits when collected may be applied toward the during the full aterutory period of redemption, and such the rents, seuces and profits of the said premises during the cy of such foreclosure sun and in case of sake and a defi a receiver for the benefit of the Morigages with power to er placing the Morigagee in possession of the premises, or owner of the equity of redemption, as a homestead, enter of said premises of whether the same shall be then occupied sages in present of the premises and without noise and in sages cations for appointment of a receiver, of for an order to place nemeral she indebtedness secured bereby, at the time of such solvency or insolvency of the person or persons limble for the of brieger modified bine rogagnoss bine reduction without trees To roses and without notice to the said Morigason, or thin which such bill is thed may at any time thereafter, either 5 mortgage, and upon the illing of any bill for that purpose, the e, the Mongages shall have the right immediately to foreclose And in The Event that the whole of said debt is declared to be

otice, become immediately due and payable, rest thereon, shall, at the election of the Mortgagee, without if said principal sum temaining unpaid together with accrued in any other ecvenant or agreement herein stipulated then the whole three 130) days after the due date thereof, or in case of a breach of vided for herein and in the note secured hereby for a period of In the Event of default in making any monthly payment pro-

under the National Housing Act is due to the Mortgages's failure Housing and Crosn Development. exercised by the Mortgages when the ineligibility for insurance 31 on van noting the foregoing, this option may no. 1-5 option, deciare all sums accured hereby immediately due and meligibility) the Mortenece or the holder of the nevernay, so its and the near see being decined conclusive proof of such time from the tale of this mortgage, declining to water said note ,SA up agent of the Setretary of Housing and Utbut Development dated Department of Housing and Urban Develooment or authorized from the date feeton (written's attrient of any officer of the the note secured hereby not be cligible for it surance under the and suggestion sids bloods should this more and

the Mortgages to be applied by it on account of the indebtedness secured hereby whether due or not of this with the More and Sala of the sala and the Note secured hereby remaining unpaid, are hereby assigned the extent of the full amount of indebtedness upon this Mortgage, damages produced in some solution for such acquisition, to That it the premises of any part thereof be condemned under any part thereof be condemned under any part thereof to a public use, the

policies then in force shall pass to the purchaser or grantee. And the and interest of the Mongagor in and to any insurance property in extinguishment of the indeptedness secured hereby, all closure of this mortgage of other transfer of title to the mortgaged storation of repair of the property damaged. In event of fore cither to the naduction of the indebtedness hereby secured or to the Or any part thereof may be applied by the Mortgages at its option Mortgagor and the Montgagor Johnsly, and the insurance proceeds, ment for such loss directly to the Mongagee instead of to the company concerned is nereby authorized and directed to make pay. of loss if not made promptly by Mortgagor, and each insurance