State of Illinois

Mortgage

FHA Case No. 131-5107423

This Indenture, made this

4TH

AUGUST

, 19 87, between

RAYNALDO HOWARD AND KATHLEEN E. HOWARD , HIS WIFE

DRAPER AND KRAMER, INCORPORATED a corporation organized and existing under the laws of ILLINO

OMOrtglagor, and

Mortgagee.

per centum (

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 SIXTY TWO THOUSAND THREE HUNDRED EIGHTY THREE AND Dollars (\$ 62 343 0

payable with interest at the rate of

erest at the rate of TEN AND 00000/100000 10.000 b) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

at such other place as the holder ma, o signate in writing, and delivered; the said principal and interest being payable in monthly installments of

FIVE HUNDRED FORTY SEVEN AND 73/100.

on OCTOBER, 19 87, 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 is not sooner paid, shall be due and payable on the first day of SEPTEMBER

²⁰ 17

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, and the State of linois to wit: the following described Real Estate situate, lying, and being in the county of COOK

LOT 23 IN BLOCK 5 IN INDUSTRIAL ADDITION, BELING SUBDIVISION IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1 TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THURD PRINCIPAL MERIDIAN, ALL IN THE COUNTY OF COOK, AND STATE OF ILLINOIS.

TAX IDENTIFICATION NUMBER:

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 (ii) in accordance with the regulations for those programs.

HUD-82116M.1 (8-85 Edition) 24 CFR 203, 17(a)

		SK CALED	THIS INSTRUMENT PREPARED BY DRAPER AND KRAMER, INCOMBRATED DRAPER AND KRAMER, INCOMBRATED ORACLE STREET CHICAGO ILLINOIS 60603		
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	Равс	Jo	m., and duly recorded in Book	at o'clock	
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[REVI]	ATHLEEN E. HOWARD	- (SEVI)	O HOWAND	anewe H	
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	into the state of				

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 court, frown, 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 bench of the Mortgagee in such forms of insurance, and in such amounts, at may be required by the Mortgagee.

In case of the refusal or neglect of the Mc. cagor to make such payments, or to satisfy any prior lien or incurror nee other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay sich taxes, assessments, and insurance premiums, when due, and r.a.) make such repairs to the property herein mortgaged as in its distretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional nebtedness, 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 definquent, 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 deliciency, on or before the date when payment of such ground re its caxes, 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 an ount of such indebtedness, credit to the account of the Meriga or 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 11 a public sale of the premises covered hereby, or if the Mortgagee actuires 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 palar, and as a credit against the amount of principal then remaining un said under 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 hereinbefores. 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

Page 3 of 4

The Covenants Herein Commence shall bind, and the benefits and advantages shall inture, to the respective heirs, executors, administrators, successors, and a sign 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.

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.

If the Mortge of she light said note at the time and in the manner aforesaid and shall shide by, comply with, and duly perform all the coverants and a streements herein, then this conveyance shall be null and wortgages will, within they veyance shall be null and wortgages will, within they are as a steer written demand the said Mortgager, execute the least or satisfaction of this natices, and Mortgager hereby waives the benefits of all statutes or an amich require the earlier execution or delivery of such reserve or satisfaction by Mortgages.

And There Shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys, solicitors, and stenographers' fues, outlays for documentary evidence and cost of said abstract and examination of title; (2) post authorized in the mortgage with interest on such advances at it, e. a.e. set forth in the mortgage with interest on such advances att it, e. a.e. set forth in the mortgage with interest on such advances such advances are made; (3) all the accrued interest tensining unpaid on the indeptedences hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

An in Case of Foreclosure of this mortgage by said Mortgage in any court of law or cluity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for title for the purpose of such foreclosure; and in case of any title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable free and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in or solicitors of the Mortgagee, so made parties, for services in the said premises under this mortgage, and all such expenses 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.

items necessary for the protection and preservation of the property. Whenever the said Mortgages shall be placed in possession of an action is pending to forecloic this mortgage or a subsequent said premises in good repair; pay such current or back taxes and sessionners as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been remaintain such insurance in such amounts as shall have been regager or others upon such tentes 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 court, collect and receive the rents, issues, and profits for the premises hereinabove described; and employ other outs, and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

payment of the indebtedness, costs, taxes, insurance, and other rents; issues, 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 by the owner of the equity of redemption, as a homestead, enter value of said premises or whether the same shall be then occupied Mortgagee 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 indebtedness secured hereby, at the time of such the solvency of insolvency of the person of 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 till is filed may at any time thereafter, either this mortgage, and upon the filing of any bill for that purpose, the due; the Mortgagee shall have the right immediately to foreclose And In The Event that the whole of said debt is declared to be

In the Eyent of default in making any monthly payment proyided 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 recest thereon, shall, at the election of the Mortgagee, without

The Mortgagor Further Agrees that should this mortgage and the mote secured hereby notice eligible for insurance under the Mational Housing Act, within 1980.

Togariment of Housing and Urban Development or authorized secure of the Secretary of Housing and Ward Development dated subsequent to the authorized subsequent to the date of this mortgage being deemed conclusive product such the mortgage being deemed conclusive product such and this mortgage being deemed conclusive product such incligability), the Mortgages of the holder of the mote may, at its potion, declare all sums secured hereby immediated due and option, declare all sums secured hereby immediated due and exactled by the Mortgages when the incligibility for insurance waterleed by the Mortgages when the incligibility for insurance under the Mortgage insurance under the Mortgage insurance or inclinity for insurance to remit the Mational Housing Act is due to the Department of the centurities and Urban Development.

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 Mortgage, for the Mortgage, and shall be paid forthwith to by the Mortgage to the Mortgage and shall be paid forthwith to the Mortgage to the Mortgage no the Mortgage to the spilled by it on account of the indebtedness secured hereby, whether our not.

of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make pay mention for such loss directly to the Mortgagee instead of to the Mortgagee 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 the mortgaged property in event of the mortgaged closure of this mortgage or other transfer of title to the mortgaged closure 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.

DUE-ON-TRANSFER-RIDER

Notice: This rider adds a provision to the Instrument allowing the Lender to require payment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this

4T H

day of AUGUST

1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

DRAPER AND KRAMER, INCORPORATED

(the "Lender") of the same date (the "Note") and covering the property described in the Instrument and located at: 14338 HOXIE BURNHAM, IL 60633

(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Instrument, Borrower and Lender further covenant and agree as follows:

The Lender shall, with the prior approval of the Federal Housing Commissioner, or his/her designee, declare all sums secured by this instrument to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, decent, or operation of law) by the borrower, pursuant to a contract of sale executed not later than 24 months after the date of the prior transfer of the property subject to this instrument, to a purchaser whose credit has not been approved in accordance with requirements of the Commiss or r

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider:

	RAYNALDO HOWARD Xatallen E. Howard	(Seal) -Borrower
	KATHLEEN E. HOWLP.D	(Seal) -Borrower
		(Seal)
* -	©//_	-Borrower (Seal)
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