State of Illinois

Mortgage

FMC#	518856-0	_		•
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121.	5004406		٠.	٠,

This Indenture, Made this 24TH day of AUGUST , 1987, Detween SPRAIN VARGAS AND MAYRA VARGAS, HIS WIFE
T TOT MODELACT CORD
TLEET MORTGAGE CORP
Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing evente herewith, in the principal sum of SIXTY EIGHT THOUSAND ONE HUNDRED FORTY FOUR AND NO/100
68,144.00/ Dollar ayable with interest at the rate of TEN per centum (10
ayable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN
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, lying and being in the county of COOK, and the State of Illinois, to wit:

LOTS 41 AND 42 IN BLOCK 15 IN GARFIELD, PEING A SUBDIVISION IN THE SOUTHEAST & OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-34-

13-34-409-021 (affects lot 41)

13-34-409-020 (affects lot 42) Vol. 371

COMMONLY KNOWN AS :

1846 NORTH KILDARE, CHICAGO, ILLINOIS 306 9

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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Sec3 N. HARLEM AVE.

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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 arount of indebtedness upon this Mortgage, and the Note secure? hereby remaining unpaid, 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 and should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within NINE 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 NINETY 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 payable. Notwithstanding the foregoing, 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.

In the Event of default 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.

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 Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then 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 such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurarice, 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 our the provisions of this paragraph.

An in Case of Foreclosure of this mortgage by said Mortgage in any court of law or equity, 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 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 party 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 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' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the riorieys advanced by the Mortgagee, 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 indeb echness hereby secured: and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall them be paid to the Mortgagor.

If the Mortgagor shall pay said note at the time and in the manner aforesaid and shall acide by, comply with, and duly perform all the covenants and agree nent, herein, then this conveyance shall be null and void and integer will, within thirty (30) days after written demand therein by Mortgagor, execute a release or satisfaction of this mortgage, and i fortgagor 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 hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

(d) All payments mentioned in the preceding subsection of this

hereby shall be added together and the aggregate amount thereof paragraph and all payments to be imade under the note secured

immediate notice by mail to the Mortgagee, who may make proof

acceptable to the Mortgagee. In event of loss Mortgagor will give

have attached thereto loss payable clauses in favor of and in form policies and renewals thereof shall be held by the Mortgagee and be carried in companies approved by the Mortgagee and the

ment of which has not been made hereinbefore. All insurance shall

ly, when due, any premiums on such insurance provision for pay-

periods as may be required by the Mortgagee and will pay prompthazards, casualties and contingencies in such amounts and for such

from time to time by the Mortgagee against loss by fire and other

erected on the mortgaged property, insured as may be required That He Will Keep the improvements now existing or hereafter

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter

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And as Additional Security for the payerent of the indebtedness the amount of principal then remaining chraid under said note.

under subsection (a) of the preceding paragraph as a credit against acquired, the balance then remaining in the funds accumulated

ment of such proceedings of at the time the property is otherwise

default, the Mortgagee shall apriy, at the time of the commencehereby, or if the Mortgager a quires the property otherwise after

of this mortgage resulting in a public sale of the premises covered

paragraph. If they start be a default under any of the provisions

cumulated under the provisions of subsection (a) of the preceding

dance with the provisions of the note secured hereby, full payment

any irre the Mortgagor shall tender to the Mortgagee, in accorrate, taxes, assessments, or insurance premiums shall be due. If at

difficiency, on or before the date when payment of such ground

preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagor under subsection (a) of the

gagor, or refunded to the Mortgagor, if, however, the monthly

shall be credited on subsequent payments to be made by the Mort-

such excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be,

of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under

more than fifteen (15) days in arrears, to cover the extra expense

date of the next such payment, constitute an event of default

ment shall, unless made good by the Mortgagor prior to the due

Any deficiency in the amount of any such aggregate monthly pay-

not to exceed four cents (4¢) for each dollar (\$1) for each payment "under this mortgage. The Mortgagee may collect a "late charge"

apail pay to the Mortgagee any amount necessary to make up the

when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insutance premiums, as the case may be,

count of the Mo tgagor any balance remaining in the funds acof the cardie indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the ac-

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hereby shall be baced hopefuler and the aggregate another thereby shall be paid by the Montgagor each month in a single payment to be applied by the Montgagor each month in a single payment to forth:

(ii) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(iii) interest on the note secured hereby;

(iii) late charges

(iv) late charges

in trust to pay said ground rents, premiums, taxes and special ments will become delinquent, such sums to be held by Mortgagee

benefits to said Mortgagor does hereby expressly release and waive. Enemption Laws of the State of Illinois, which said rights and equiversitions and fixtures, unto the said Mortages, its successors and ending, for the purposes and pacs herein set forth, free from all rights and benefits under and by irrue of the Homestead leye and to blood the above-described premises, with the

in Sald Mortgagor covenants and agrees:

time be on said premisee, de one the Mortgagee in such forms debtedness, insured for the leneth of the Mortgagee in such forms of insurance, and in such amounts, se may be required by the thereof; (2) a sum sufficient to keep all buildings that may at any hand in aituate, upon the Mortgagor on actount of the ownership mone, or of the ce any cown, village, or dity in which the said mon to minch to said premises; to pay to inc Mortgagee, as incremingly paid, (1) a sum sufficient to pay all taxes and succession and premises, or any tax assessment that may be levied by authority of the State of 11menument; not to suffer any lien of mechanics men or material be done, upon said premises, anything that may impair the value charged, or of the security intended to be effected by virtue of this To keep said premises in good repair, and not to do, or permit to

ecesments, and insurance premiums, when due, and may make payments, or to satisfy any prior lien or inc. minor other than that for taxes or assessments on said premises, or to keep said in case of the refusal or neglect of the Wortgagor to make such

MORESTOR. the sale of the mortgaged premises, if not otherwise paid by the moneys so paid or expended shall become so much additions? It such repairs to the property herein mortaged as in its discretion it may deem necessary for the proper preservation thereon and any premises in good repair, the Mortgagee may pay suc t taxes,

thereof to satisfy the same. 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 coolings brought in a court of competent furisdiction, which shall test the same or the validity thereof by appropriate legal prosituated thereon, so long as the Mortgugor shall, in good faith, conefield more be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lich upon or against the premises described herein or any part theseof or the improvement mortgage to the contrary notwithstanding, that the Mortgagee it is expressly provided, however (all other provisions of this

And the said Mortgagor further coverignts and agrees as follows:

That privilege is reserved to pay the debt, in whole or in part on

any installment due date.

of each month until the said note is fully paid, the following sums: principal and interest payable under the ferms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day That, together with, and in addition to the monthly payments of

to the date when such ground rents, preshiums, taxes and assess-

excess and essecutions next due on the mortisged property (all as estimated by the Mortgagee) less all sum already paid therefor divided by the Mortgagee) less all sum already paid therefor

and other hazard insurance covering the mortgaged property, plus

premiums that will next become due and payable on policies of tire

(a) A sum equal to the ground rents, if any, next due, plus the

RIDER

	This	Widel	attached	to	and	made	part	OI	the	MOI	tgage	between	n.
EFRAIN.	VARGAS	AND MAT	YRA VARGAS.	.HIS	WIFE		Morte	aaa	ST.	and.	Float		

Mortgage Corp., Mortgagee, dated AUGUST 24

19_87, revises the Mortgage as follows:

DEPT-01

T\$0003% TRAN 6969 08/31/87 12:56:00 4490 C 4-87-478416 COOK COUNTY RECORDER

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

EFRAIN VARGAS

MAYRA VARGAS, HIS WIFE

FHA Rider - IN, IL, KS, KY, MA, MI, NH, NJ, NY, OK, PA, VT, WI

-87-478415

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