State of Illinois

Mortgage

FHA/CaupNo. 1315165058

This indenture, made this

day of August 31**s**t

, 19 87

. between

William H. Gillon and Debra Burks Gillon as husband and wife

, Mortgagor, and

Mortgage - Ease Associates Inc. a corporation organized and existing under the laws of ILLINOIS

Mortgagee.

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 thousand five nundred fifty and 00/100ths

Dollars (\$ 50,550.00 per centum (10.50

nayable with interest at the rate of Ten and one half

%) per ennum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its

office in

Chicago ILLINOIS 60604

other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Four hundred sixty two and 40/100ths

... Dollars (\$ 462.40

October 1. . 19 87 , and a like turn 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

2017 . September 1.

Now, Therefore, the said Mortgagor, for the better securing of the perment of 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 Estate situate, lying, and being in the county of and the State of Illinois, to wit:

TH SLOCK 2 IN CALUMET OT 27 AND LOT 28 (EXCEPT THE NORTH 20 FEET THEREOF) HIGHLANDS ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE BOUTH 1/2 OF THE BOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, 253T OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax=# 25-29-318-033 VJC 36 0 My Adus: 12528 S. Throop

Calumet Park, 16. 60643

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, flight, 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.

MR0473 DM 11.86

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HUD-92116M.1 (8-88 Edition)

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To have and to haid the above-described premises, with the appurtenances are finitures, unto the said Mortgagee, its nuccessors and assigns, forever, for the purposes and uses writin set forth, free from all rights and benefits under and by situe 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 Murigagor covenants and agrees:

The cone, which can see in good repair, and not to do or permit to be cone, which said premises, anything that may impair the value interest 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 recombiner 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 impair or of the county, town, village, or city in which the said land it situate, upon the fivelygager on account of the ownership thereor. (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtecriess, insured for the belief to 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 Mchagagor to make such payments or to satisfy any prior lien or incumurance other than that for takes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such takes, assessments, and insurance premiums, when due, and may make such repairs to the properly herein mortgaged as in its discretion it may esem necessary for the proper preservation thereof, and any moneys so paid or expended shall become an 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 attuated 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 Montgagor 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 neight, the Mortgagor will pay to the Mortgagoe, on the lifest day of such month until the said note is fully paid, the Sollowing Oms:

(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 life and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property fill as estimated by the Mortgagee) less all sums already paid merular divided by the number of months to elapse before one month prict 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 phi monts included 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 Mortgager each month in a single payment to be applied by the Mortgager to the following items in the order set forth:

(i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance grendums.

(ii) interest on the note secured hereby:

(III) americation of the principal of the said note; and

(lv) ale charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mongagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mongagee may collect a falle chargenot to exceed four conts (4c) for each dollar (S1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handing delinquent payments.

If the total of the payments made by the Morigagor under subsection (a. c. tr = preceding paragraph shall exceed the amount of the payments actually made by the Mongages 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 Monpagor, 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 Mongagor shall pay to the Mortgages any amount necessary to make up the deliciency, on or before the date when payment of such ground rents, takes. assessments, or insurance premiums shall be due, if at any time the Mortgagor shall tender to the Mortgages, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in conjugate amount of such indebtedness, credit to the account of the Workpagor any balance remaining in the funds accumulated under the privisions of subsection (a) of the preceding paragraph. If there she is a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the identicage acquires the property otherwise after default, the Mongages 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 accum nated under subsection (a) of the preceding paragraph as a credit equinst the amount of principal than remaining unpaid under said not a.

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 promises 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 Mortgages against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgages 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 Mortgages and the policies and renewals thereof shall be held by the Mortgages and have attached thereto loss payable clauses in favor of and in form 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 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 unpaid, are hereby assigned by the Morigagor to the Mortgagee and shall be paid forthwith to the Mortgague to be applied by it on account of the indebtedness secured haraby 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

from the date hereof (written statement of any chicer of the Department of Housing and Urban Development coauthorized agent of the Secretary of Housing and Urban Development dated subsequent to the

time from the dath of this mortgage, declining to insure said not a and this manager 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 Mortgages, without notice, become immediately due and payable.

And in The Event that the whole or 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 then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgages 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, 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 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 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 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 lees 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 mindage 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 moneys advanced by the Mortgagee, if any, for the purpose authorized in the morigage with interest on such advances at the rate set forth in the role secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereographical and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the 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 agreements herein, than this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, executs a release or satisfaction of this mortgage, and Mortgagor 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 Mortgages 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 \sim) plural the singular, and the masculine gender shall include the feminine.

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FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 31st day of August Mortgage/Deed of Trust of even date by and between

19 87 , amends the

William H. Gillon and Debra Burks Gillon as husband and wife

, hereinafter referred to as Mortgagor, and		DEPT-01 RECORDING	\$15.25
Mortgage-Ease Associates Inc. , hereinafter reformed to as Mortgagee, as follows:	•	T#1111 TRAN 9716 09/01/87 #6003 # A #	
The mortages shall with the prior approval of the Enderel Housin	- 1	Commissiones or his decisiones	

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this merigage to 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 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,

IN WITNESS WHEREOF, William to Evillon and Debra Burks Gillon, his wife

hand(s) and seal(s) the day and year lirst aforesaid.

(Seal) (ac√il. Gillon Debra Burks Gillon (Seal) Signed, sealed and delivered in the presence/of [Seal]

87480925

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