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This Indenture,	Made	this		(
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9th day of January day of January day of January

19 87 Between

Donald Webber Mortgage Company, Inc.

, Mortgagor, and

a corporation organized and existing under the laws of the State of INDIANA and authorized to do business Mortgagee.

(\$ 70,635.00) -----Nine and

Dollars

paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of the February 1997 and 1997 a

Now, therefore, the said Mortgagor, for the better sec trirg of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, toes 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 a Cook agree that the presents made the State of Illinois, to wit:

Lot 17 (except the North 19 feet thereof) and the North 29 feet of Lot 18 in Block 4 in Sunset Ridge, being a subdivision of Lots 1 to 8 in Pohler's Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 1., Township 36 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded August 3, 1925 as document 8994434, in Cook County, Illinois.

Tax Number: 29-11-410-044 A\\ \\

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the revis, 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.

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 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

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of this instrument; not to suffer any fien 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 county, town, 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.

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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 ioss 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 pay part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the confideration for such acquisition, to the extent of the full amount of inco edness upon this Mortgage, and the Note secured hereby temaning unpaid, are hereby assigned by the Mortgagor 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 mor gage and the note secured hereby not be eligible for insurance under the days from the date National Housing Act within sixty 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 days' time from the date of this mortgage, to the same 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.

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 then be 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, 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 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 pursugger 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 mortgage wit'l interest on such advances at the rate set forth in the note secured he eby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured, (4) all the said principal money remaining unpaid. The overpass of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note it the time and in the manneraforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, executive 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 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.

Page 3 of 4

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the order set forth: seed. payment to be aplied by the Mortgagee to the following items in " thereof shall be paid by the Mortgagor each month in a sing in incase of the return of neglect of the Mortgagor to make in the secured hereby shall be added together and the aggregate arr nunt

estra audi

charge (in lieu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly (I) premium charges under the contract of insurance with the

(II) ground rents, if any, taxes, special assessments, fire, and

(VI) amortization of the principal of the said note; and

(III) interest on the note secured hereby;

ofher hazard insurance premiums;

not to exceed four cents (4') for each dollar (51) for each payunder this mortgage. The Mortgagee may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly (V) late charges.

amount of the payments actually made by the Mortgagee for subsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under expense involved in handling delinquent payments. ment more than lifteen (13) days in arrears, to cover the extra

hsurance premiums shall be due. If at any time the Mortgagor made by the Mortgagor, or refunded to the Mortgagor. If, of the Mortgagor, shall be credited on subsequent payments to b ground rents, takes, and excess, if the loan is current, at the option, the ease may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as

deoit drass represented thereby, the Mortgagee shall, in comof ite note secured hereby, full payment of the entire inshall tender to the Mortgagee, in accordance with the provisions date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagot shall pay to the Mortgagee any o premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient. however, the monthly payments made by the Mortgagor under

hereby, or if the Mortgagee are lives the property otherwise after of this mortgage resulting in a priblic sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding Development, and any balance remaining in the funds acbecome obligated to the Secretary of Housing and Urban tion (a) of the preceding paragraph which the Mortgagee has not the Mortgagor ill payments made under the provisions of subsecputing the imount of such indebtedness, credit to the account of

been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have against the amount of principal then remediating unpaid under said under subsection (b) of the preceding pringraph as a credit acquired, the balance then remaining in the funds accumulated default, the Mortgagee shall apply. It the time of the commence-ment of such proceedings or at the time the property is otherwise

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebtedness

pay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

of this paragraph and all payments to be made under the note sion for payment of which has not been made hereinbefore. (c) All payments mentioned in the two preceding subsections

> and the second state of the second se Mortgagee in trust to pay said ground rents, premiums, taxes and month prior to the date when such ground rents, premiums, taxes erty (all as estimated by the Mortgagee) less all sums already paid cuty, plus taxes and assessments next due on the mortgaged prop-

(b) A sum equal to the ground rents, if any, next due, plus delinquencies or prepayments; ...

balance due on the note computed without taking into account

(1/12) of one-half (1/2) per centum of the average outstanding

ment are held by the Secretary of Housing and Urban Develop--If and so long as said note of even date and this instru-

ing and Urban Development pursuant to the National Housing

hands of the holder one (1) month prior to its due date the an-

tional Housing Act, an amount sufficient to accumulate in the

ment are insured or are reinsured under the provisions of the Na-

(I) If and so long as said note of even date and this instru-

by the Secretary of Housing and Urban Development, as follows;

charge (in lieu of a morigage insurance premium) if they are held.

funds to pay the next mortgage insurance premium it this instru

(a) An amount sufficient to provide the holder hereof with

secured hereby, the Mortgagor will pay to the Mortgance, on the

That, together with, and in addition to, the manthly payments

That privilege is reserved to pay the der' in whole, or in part,

ment and the note secured hereby are insured, or a monthly

first day of each month until the said note is fully paid, the

of principal and interest payable under the terms of the note

And the said Mortgagor further covenants and agrees as

ment, or lien so contested and the sale or forfeiture of the said

which shall operate to reevent the collection of the tax, assess-

legal proceedings orought in a court of competent jurisdiction,

ments situated thereon, so long as the Mortgagor shall, in good

faith, contest the raine or the validity thereof by appropriate

premises described herein or any part thereof or the improve-

or remove any tax, assessment, or tax lien upon or against the

shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee

It is expressly provided, however (all other provisions of this

premises or any part thereve to satisfy the same.

holder with funds to pay such premium to the Secretary of Hous-

Act, as amended, and applicable Regulations thereunder; or

nual mortgage insurance premium, in order to provide such

premium) which shall be in an amount equal to one-twelfth ment, a monthly charge (in lieu of a mortgage insurance

therefor divided by the number of months to elapse before one of fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies

and assessments will become delinquent, such sums to be held by

following sums:

follows:

on any installment due date.

paid by the Mortgagor, proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make eaid premises in good repair, the Mortgagee may pay such taxes, than that for taxes or assersments on said premises, or to keep : such payments, or to satisfy any prior lien or incumbrance other

COUNTY OF Containing the county of Containing the county and State aforessid. Do Hereby Certify That CHARLES D. Williams and Kebrica Williams and Kebrica Williams and State subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They signed, sealed, and delivered the said instrument as Their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under www. hand and Notarial, Seal this "OFFICIAL SCAL" Janice K. Miller Notary Public, State of filling is My Commission Expires 1/16/32

DOC. NO. Essessessessessessesses Filed-for Record in the Recorder's Office of

County, Illinois, on the

day of

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A.D. 19

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This document was prepared by Betty Halperin of Donald Webber Mortgage Company, Inc. P.D. Box 1600 UNOFFICIAL COPY
Highland, IN 46322 8 7 0 3 5)))

MORTGAGE RIDER .

This Rider, dated the 9th day of January , 19 87, amends the Mortgage of even date herewith by and between Charles Williams and Rebecca Williams , the Mortgager, and Donald Webber Mortgage Company, Inc. , the Mortgagee, as follows:
The Mortgagee shall, with the prior approval of the FEDERAL HOUSING COMMISSIONER, or his designee, declare all sums secured by this mortgage 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 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.
IN WITNESS WHEREOF, Charles/Williams and Rebecca Williams has set their hands and seal the day and year aforesaid.
A houler Dilleman LW. Charles/Williams
L'Plesar Williams
Rebecca Williams
STATE OF Sellinus)
STATE OF Ollinaus) COUNTY OF Cord) SS:
Before me, the undersigned, a Notary Public for COOK County, State of THINGS, personally appeared CHARLES D. WILLIAMS AND AND and acknowledged the execution of the
foregoing instrument this 9th day of spaners, 19 87.
Janui K. Milli
My Commission Expires: /-/6-89 Notary Public
County of Residence: Cosh "OFFICIAL SCAL" Janice K. Miller Notary Public. State of Illinois My Commission Expires 1/15/39

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