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MORTGAGE

form is used in connection with mortgages insured under the one- to fandlieff ent to englikelig Vilmelinet Hausing Act.

THIS INDENTURE, Made this twenty-seventh day of January Ronald E. Alaspa & Carol J. Alaspa, a husband and wife

, 1987 between

, Mortgagor, and

Lincoln Mortgage & Funding Corp. a corporation organized and existing under the laws of the State of Illinois

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 Eight Two Thousand Five Hundred Twenty One and 00/100 Dolluis (\$82,521.00

payable with interest at the rate of per centum (10 %) per annum on the unpaid balten ance until paid, and made payable to the order of the Mortgagee at its office in Rolling Meadows, Il. , or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Seven Hundred Twenty: Four Dollars (\$ 724.18 and 18/100) on the first day , 1987: , and a like sum on the first day of each and every month thereafter until of March the note is fully paid, except hat the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of Fabruary, 2017,

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 a to the Mortgagee, its successors or assigns, the following described Real; Estate situate, lying, and being in the county of Cook Illinois, to witi

Lot 20 in Block 181 in Hoffman Estates XVII Being a Subdivision of the Southwest & of the Northeast & of Section 16, Township 41 North, Range 10 East of the Third Principal Meridian according to the rit thereof recorded May 9, 1963 as Document Number 18792242 in the Office of the Recorder of Deeds in Cook County, Illinois.

PERMANENT INDEX NUMBER: 07-16-214-020 ASS

PERMANENT INDEX NUMBER: 07-16-214-020 1000 COMMONLY KNOWN AS: 825 Woodlawn, Hoffman Estates

TOGETHER, with all and singular the tenements, hereditaments and appurer ances 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 hereufter standing on said land, and also all the estate, right, title, and interest of the said Morrett gagor in and to said premises.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and lixtures; unto the said in Mortgagee lits successors and assigns, forever, for the purposes and uses herein set forth, I ec tram 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, unon 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 suid premises; to pay to the Mortgagee, as here; inafter provided, until said note is fully paid, (1) a sum sufficient to pay all laxes 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, on city in which the said land is situate, upon the Morigagor 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 Mortgugee in such forms of insurance, and in such amounts, as may be required by the Moitgagee.

In case of the relusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lich or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Morigagee may pay such tixes, assessments, and insurance premiums, when due, and may make such repairs to the property herein morigaged as in its discretion it may deem necessary for the proper preservation thereof; and any maneys so paid of expended shall become so much additional indebtedness; secured by this morigage, to be paid out of proceeds of the safe of the mortgaged premises, if not otherwise paid by the Mortgagor.

n 18 expressly provided, however (all other provisions of this mortgage to the contrary notwithsianding). I that the Spriggige shall not be required nor shall it have the right to pay, discharge, or remove unvitax, assessed ment, of lik lien upon or against the premises described herein or any pait thereof or the improvements situated 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 hen so contested and the sale or forfeiture of the said premises or any part thereof to the said the said premises of the said pre satisfy the same.

AND the said Mortgagor (in the corem s a dia research the said Mortgagor (in the corem s a dia research the said Mortgagor (in the corem s a dia research the said Mortgagor (in the corem s a dia research the said Mortgagor (in the corem s a dia research the corem s a dia research the said Mortgagor (in the corem s a dia research the core s a dia research the corem s a dia research the core s a dia research the corem s a di

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

** sessments will be defined on the sums to be hidded to Mortgage in trust to pay and provide tents, premiums to take a and secret as a sessment is provided to the sums to be a secret of the secret

Any deficiency in the anner of pany such aggregate monthly payment shall, unless mails good to the Miligher prior the control of the doe date of the next sych payment; constitute uncovent of default under this mortgage. The Miligher may collective classic constitute are executed that control of the doe date of the next sych payment of the last that the control of the last the control of the last that the control of the last that the control of the last that the last that the last the control of the last that the last that the last the last

If the total of the payments made with Mortgagor under subsection (4) tof the preceding paragraph shall exceed the amount of the payments actually many by the Mortgagee for ground rents, tuxes, 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 (4), of the preceding paragraph shall not be sufficient to pay ground. Grents, taxes, and assessments, of institutor promiting as the case may be, when the same shall become due. and payable, then the Mongagor shall pay to the More is see any amount necessary to make up the deliciency; only on before the diffe when payment of such ground tents area; assessments; or insurance premiums shall be due. It at any time the Mortgagors hull tender to the Mortgagor, in accordance with the professions of the note secured the Mortgagors hull tender to the Mortgagor, in accordance with the professions of the note secured the Mortgagor, full payments of the entire indebtedness represented thereby, the Mortgagor shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor, all payments minde under the professions of a subsection for of the preceding paragraph which the Mortgagor has not become obligated to put to the Secretary. of Housing and Urban Development, and unjubatione remaining in the funds accumulated under the provisions of subsection (b) 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 acquires 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 sub-section (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been unde under subsection (a) of the pre-

ANL, AS ADDITIONAL, SECUPITY, for the payment of the indebtedness, of the hortgager does beceby assign to the Mortgage ellithe rents, issues, and profits now due or which may not at the become due for the use. of the premises, hereiniboxe described.

of the premises, hereinibove described.

THAT HE WILL KEEP the improvements now existing or hereufter erected on the cortaged property in sured 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 prompt by, when due, any premiums on such insurance provision for payment of which has not been mure hereinbefore.

All insurunce shall be curried in companies approved by the Mortgageevand the policies and re evals thereof a new shall be held by the Mortgagee and have attached thereto loss payable clauses in layor of and in ro macceptable. to the Mortgagee. In event of loss Mortgagor will give immediate notice by muli to the Mortgagee, y to may make the proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby and a red and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Martgagee in jointly, and the insurance praceeds, or any part thereof, may be applied by the Mortgages at its option either to the reduction of the indebtedness hereby secured or to the restoration on repaired, 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.

TIAT If the fremises, or any part thereof, be condemned under any power of emittent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition; to the extent of the full amounts of indebtedness appoints Morrages, and the Note secured hereby remaining unpaid, are hereby assigned by the Morrages. gager to the Morigagee and shall be paid forthwith to the Nortgagee to be applied by it on account of the indebted ness secured hereby, 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 60 days from the dute 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 died subsequent to the 60 day time from the date of this mortgage, declining to insure said note and this mortgage, declining to insure said note and this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such incligibility, the Mortgage or the holder of the note may, at its option, declare all sums secured hereby immediately due and

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured herefor 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 isterest thereon; shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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UNO RIDER TO STATA OF THE THE PARTY OF THE P

This rider attached to and made part of the Hortgage between Ronald E. Alaspa & Carol J. Alaspa, a husband and willertgagor, and Lincoln Mortgage & Mortgagee, dated January 27, 1987 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

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 (all as estimated by the fortgagee) 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 assessments will become delinquent, such sums to be held of Mortgagee in trust to pay said ground rents, premiums taxes and special assessments; and
 - (b) All payment, mentioned in the two preceding subsections 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:
 - (1) ground rents, it my, taxes, special assessments, fire, and other hazard in vence premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of principal of the said note.

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 defaul' under this mortgage. The Mortgagee may collect a "late charge" to to exceed four cents (4c) 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, or shall be credited on subsequent payments to be made by the Mortgagar, 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 impunt necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, 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 entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor 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 acquires 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 paragraph as a credit against the amount of principal then remaining unpaid under said note.

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and the following senter	neg:
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Mortgagor Carol J. Alaspa	
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FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 27th day of January Mortgage/Deed of Trust of even date by and between Ronald E. Alaspa & Carol J. Alaspa, a husband and wife, 19 87 , amends the

, hereinafter referred to as Mortgagor, and

Lincolf Mortgage & Funding Corp.

, hereinance referred to as 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 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.

vilose credit has not been ap	proved in a	chordance with the requirements of the Commissioner.	
IN WITNESS WHEREOF,		T Cours	
	set	hand(s) and seal(s) the day and year first afor	esaid.
		Carol J. Alaspa	[Seal] [Seal] [Seal]
Signed, sealed and delivered in the presence of			[Seal]

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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 at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, 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 enefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the condency of such forcelosure said and in case of sale and a definition of the full statutory period of rependency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of re-demption, and such tents, 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 Mortgage, 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 sur 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 uttorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien und oberge upon the said premises under this mortgage, and all such expenses shall become so much additional indel termss secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BF INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pulsance 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 a description of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the moregage 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 indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgageer. of sale, if any, shall then be paid to the Morigagor.

If Mortgagor shall pay said note at the true and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements Merein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written remand therefor by Mortgagor, execute 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 hortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt beceby secured given by the Mortgagee to any successor in interest of the Mortgage, shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and in 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.

WITNESS the hand and seal of the Mortgagor, the day and year first written. [SEAL] Carol J. Alaspa [SEAL]

Ronald E. Alaspa [SEAL]

STATE OF ILLINOIS

of homestead.

DOC. NO.

COUNTY OF COOK

KAREN S. POPKE , a notary public, in and for the county and State ١, aforesaid, Do Hereby Certify That RONALD E. ALASPA AND CAROL J. ALASPA to me to be the same person whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as THIER free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right

GIVEN under my hand and Notarial Seal this

, A. D. 19 27th MY COMMISSION EXPIRES: Notary Public 2/11/89

, Filed for Record in the Recorder's Office of

A.D. 19 day of

o'clock m., and duly recorded in Book Page

County, Illinois, on the

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