#### State of Illinois

### Mortgage

Loan # 00053109-5

FHA Case No.: 131: 486 7331 703B

This Indenture, Made this

11th

UNOFFICIA

day of

March

87 between

LEE C. NALEZNY and KELLY D. NALEZNY, His Wife

, Mortgagor, and

Midwest Funding Corporation a corporation organized and existing under the laws of Mortgagee.

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 Seventy-one thousand eight hundred and NO/100 - - - - -Dollars (5.

Nine payable with interest at the apie of per centum ( 9.00000 )per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its DOWNER'S CROVE ILLINOIS at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of 01, 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, if not sooner paid, shall be due and payable on the first day of April 20 17

Now, therefore, the said Mortgagor, for the better secur no of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, doer by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, an i being in the county of COOK and the State of Illinois, to wit:

LOT 17 IN BLOCK 12 IN H.O. STONE AND COMPANY'S WORLD FAIR ADDITION, A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 10,262,949, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MOSTGAGE ACCELERATION CITUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENAMES AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

Item # 15-04-114-040 PAC M.

Also known as 1712 NOFTH 34TH AVENUE, STONE PARK

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, usues, 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

of this instrument; not to suffer any lien of methanics 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 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 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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. Матсh , A.D. 19 87 .	ДФр	भभग	tarial Seal this	nder my hand and Noi	Chee u
lic, in and for the county and State tine to me to be the same this day in person and acknowledged intangent for the uses and purposes	, his wife, persent, appeared before me i	e foregoing instrument se	.s Wife subscribed is in aud delivered in a and delivered in all and delivered in a		DE LEETEN POEKEETEN
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IK COUNTY RECURBER	ofish boothi	•			

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In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and ary moneys so paid or expended shall become so 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 improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same of the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prever, 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 "he 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 pryings 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:

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William Andreas Company and Co

a(b)XA 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

be XXAll payments 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 aplied by the Mortgagee to the following items in the order set forth:

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

II(IMXX interest on the note secured hereby;

IIIIXX amortization of the principal of the said note; and IVVXX 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 (BXXI 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 I made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance p emiums, 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 deficiency, on or before the dat when payment of such ground rents, taxes, assessments, or insurance promiums shall be due. If at any time the Mortgagor shall tend r 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 all parnients made under the provisions of subsection (a) of the preceding paragraph which the horizontal become only and only and the proceding and their CRMRENEWERSKERS PROMETERS CONSTRUCTION OF STANDARD CONTROLLER STAN pXPAXPAXXXIf there shall be a default under any of the provisions of this mortgage resulting in a public sple 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 by of the preceding paragraph as a credit against the amount of principal then remaining unpaid under salt note and than arrivally had a salt than the arrival and the salt than the salt than the salt than the salt than the salt that the salt than the sal

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 hereinbefore.

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out the provisions of this paragraph. expend itself such amounts as are reasonably necessary to carry. premises hereinabove described; and employ other persons and collect and receive the tents, issues, and profits for the use of the beyond any period of redemption, as are approved by the court; gagor or others upon such terms and conditions, either within or quired by the Mortgagee; lease the said premises to the Mortmaintain such insurance in such amounts as shall have been reassessments as may be due on the said premises; pay for and said premises in good repair; pay such current or back taxes and mortgage, the said Mortgagee, in its discretion, may: keep the an action is pending to foreclose this mortgage or a subsequent the above described premises under an order of a court in whicher Whenever the said Mortgages shall be placed in possession of

costs, taxes, insurance, and other items necessary for the protec-

tion and preservation of the property

in any decree foreclosing this mortgage. so much additional indebtedness secured hereby and be allowed premises under this mortgage, and all such expenses shall become ceedings, shall be a further lien and charge upon the said Mortgagee, so made parties, for services in such suit or proreasonable fees and charges of the attorneys or solicitors of the by reason of this mortgage, its costs and expenses, and the proceeding, wherein the Mortgagee shall be made a party thereto pose of such foreclosure; and in case of any other suit, or legal evidence and the cost of a complete abstract of title for the purant in such proceeding, and also for all outlays for documentary for the solicitor's fees, and stenographers' fees of the complainin any court of law or equity, a reasonable sum shall be allowed And in case of foreclosure of this mortgage by said Mortgagee

And there shall be included in any decree foreclosing this mort-

.10242.701/1 of the h.or.24201. maining unpaid. The overplus of the proceeds of sale, if any, debtedness hereby steu ed; (4) all the said principal money remade; (3) all the actived interest remaining unpaid on the inin the note Lecured hereby, from the time such advances are the mortgage with interest on such advances at the rate set forth 🕏 advanced by the Mortgagee, if any, for the purpose authorized in cost o. se.d abstract and examination of title; (2) all the moneys and strongraphers' fees, outlays for documentary evidence and dverlising, sale, and conveyance, including attorneys', solicitors'. suance of any such decree: (1) All the costs of such suit or suits, eage and be paid out of the proceeds of any sale made in pur-

the covenants and agreements herein, then thirty (30) days after be null and void and Mortgages will, within thirty (30) days after aforesaid and shall abide by, comply with, and duly perform all If Mortgagor shall pay said (40.9) at the time and in the manner

or delivery of such release or satisfaction by Mortgagee. benefits of all statutes or laws which require the earlier execution satisfaction of this morigage, and Mortgago, hereby waives the written demand therefor by Mortgagor, erecute a release or

any manner, the original liability of the Mortgagor. cessor in interest of the Mortgagior shall operate to release, in of the debt hereby secured given by the Mortgagee to any suc-It is expressly agreed that no extension of the time for payment

plural the singular, and the masculine gender shall include the Wherever used, the singular number shall include the plural, the ministrators, successors, and assigns of the parties hereto. and advantages shall inure, to the respective heirs, executors, ad-The covenants herein contained shall bind, and the benefits

collected may be applied toward the payment of the indebtedness,

period of redemption, and such tents, issues, and profits when and, in case of sale and a deficiency, during the full statutory the said premises during the pendency of such foreclosure suit Mortgages with power to collect the tents, issues, and profits of sion of the premises, or appoint a receiver for the benefit of the shall then be occupied by the owner of the equity of redemption, without regard to the value of said premises or whether the same

as a homestead, enter an order placing the Mortgagee in possesan order to place Mortgagee in possession of the premises, and time of such applications for appointment of a receiver, or for liable for the payment of the indebtedness secured hereby, at the regard to the sulvency or insolvency of the person or persons gagor, or any party claiming under said Mortgagor, and without cither before or after sale, and without notice to the said Mortthe court in which such bill is filled may at any time therestier, this mortgage, and upon the filing of any bill for that purpose, due, the Mortgagee shall have the right immediately to foreclose And in the event that the whole of said debt is declared to be without notice, become immediately due and payable. crued interest thereon, shall, at the election of the Mortgagee,

whole of said principal sum remaining unpaid together with ac-

of any other covenant or agreement herein stipulated, then the

thirty (30) days after the due date thereof, or in case of a breach

vided for herein and in the note secured hereby for a period of

holder of the note may, at its option, declare all sums secured

declining to insure said note and this mortgage, being deemed

Secretary of Housing and Urban Development dated subsequent

Housing and Urban Development or authorized agent of the

hereof) written statement of any officer of the Department of

the note secured hereby not be eligible for insurance under the

The Mortgagor further agrees that should this mortgage and

forthwith to the Mortgagee to be applied by it on account of the assigned by the Mortgagor to the Mitgagee and shall be paid

gage, and the Mote secured hereby remaining unpaid, are hereby

damages, proceeds, and are consideration for such acquisition, to

any power of eminent dorrain, or acquired for a public use, the

terest of the Mortgagor in and to any insurance policies then in

ment of the indebtedness secured hereby, all right, title and in-

the property damaged. In event of foreclosure of this mortgage

or other transfer of title to the mortgaged property in extinguish-

the indebtedness hereby secured or to the restoration or repair of

applied by the Mortgagee at its option either to the reduction of

jointly, and the insurance proceeds, or any part thereof, may be

the Mortgagee instead of to the Mortgagor and the Mortgagee authorized and directed to make payment for such loss directly to

Mortgagor, and each insurance company concerned is hereby

gagee, who may make proof of loss if not made promptly by

loss Mortgagor will give immediate notice by mail to the Mort-

favor of and in form acceptable to the Mortgagee. In event of the Mortgagee and have attached thereto loss payable clauses in Mortgagee and the policies and renewals thereof shall be held by

All insurance shall be carried in companies approved by the

That if the premises, is any part thereof, be condemned under

the extent of the full amout to Indebtedness upon this Mort-

days' time from the date of this mortgage.

days from the date

conclusive proof of such ineligibility), the Mortgagee or the

hereby immediately due and payable.

National Housing Act within SLXLY

indebtedness secured hereby, whether due or not.

force shall pass to the purchaser or grantee.

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In the event of default in making any monthly payment pro-

LOAN# 00053109-5

CASE# 131: 486 7331 703B

#### **FHA MORTGAGE ACCELERATION CLAUSE**

All FHA Mortgages - Effective 12/01/86

The mortgage 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 execution of this mortgage, to a purchaser whose credit has not been approved in accordance with the requirement of the Commissioner.

Was com 1	
Engles halenary	March 11, 1987  Date
Borlower LEE C. NO. STAY	
Kelly D Maleyny	March 11, 1987
Borlower ELLY D. NAMEZNY O	Date
Borrower	Date
Borrower	Date
	<b></b>
State of Illinois	40%
County of Cook	SS.
I, the undersigned, a notary public in and for the said C that <u>LEE C. NALEZNY and KELLY D. NALEZNY</u> ,	
personnally known to me to be the same person <u>S</u> who	se name <u>S</u> subscribed to (ne fi) regoing instrument.
appeared before me this day in person, and acknowledg	ged thatt he v_signed, sealed and delivered the
said instrument as THEIR free and volunt	
Given under my hand and official seal, thisda	y of <u>March</u> , 1987.
	Cathleen R Markwich
" OFFICIAL SEAL "	Notary Public
CATHLEEN R. MAR WILLS	,
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/16/90	9-16-90 Commission Expires
WI Onwigation	Commission Expires

This instrument was prepared by Midwest Funding Corporation 1020 31st Street, Suite 401, Downers Grove, Illinois 60515

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