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#### UNOFFICEALECO

This of m is used in connection with many sections under the one to learn the many provisions of the National Housing Act.

131:4866450-703

THIS INDENTURE, Made this

BTH

day of APRIL

1987 between

NANCY D. TOMASEK, A DIVORCED WOMAN, NOT SINCE REMARRIED INDIANA TOWER SERVICE, INC.

Mortgagor, and

a corporation organized and existing under the laws of  $\cdot$ . THE STATE OF INDIANA Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by Terrain promissory note bearing even date herewith, in the principal sum of

SIXTY THREE THOUSAND SIX HUNDRED AND 00/100

Dollars (\$ 63,600.00

payable with interest at the rate of NINE per centum ( 9,00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in SOUTH BEND

TNDTANA 46634 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 FIVE HUNDRED ELEVEN AND 74/100 Dollars (\$ 511.74 ) on the first day

FIVE HUNDRED ELEVEN AND 74/100 Delias (\$ 511.74) on the first day of JUNE 1987, 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 MAY 1, 2017

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the restormance 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 179 AND 180 IN FRANK DE LUCACU'S JAMES HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH | OF THE SOUTH | OF THE NORTHEAST | (EXCEPT PARTILYING EAST OF THE WEST LINE OF THE EAST 22 ACRES OF SAID SOUTH | OF THE NORTHEAST | 1), OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MEIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 24-05-228-007 LOT 179

24-05-228-008 VOLUME 239 20T/80 PROPERTY ADDRESS:

9051 SOUTH AUSTIN AVENUE OAK LAWN, ILLINOIS 60453

PREPARED BY: RALPH J. LONG, PRESIDENT
TOWER FEDERAL SAVINGS BANK

216 WEST WASHINGTON AVENUE P. O. BOX 1617

SOUTH BEND, INDIANA 46634

DEPT-01 RECORDING \$14.7 T#0222 TRAN 0389 04/13/87 10:49:00 #5720 # 38 \*-87-194106

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and ixtures of cuery hand for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other factors in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right (tale, 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 was mortgagee, its successors and ussigns, forever, for the purposes and uses herein let forth, free from all rights of 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 plemises, 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 said premises; to pay to the Mortgagee, as here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and ussessments 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.

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 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 any 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, askessment, 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 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.

Replaces FHA-2116M, which may be used until supply is exhausted

MAIL

STATE OF ILLINOIS HUD-92116M (5-80)

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AND the said Mortgagor further covenants and agrees as follows

Specification 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: the said note is fully paid, the following sums:

(ii) An amount sufficient to provide the holder bereof with finds to pay the next mortgage insurance premium it this instrument and the note secured hereby are nestred, or a monthly charge (in her of a mortgage insurance premium it they are held by the Secretary of Housing and Orlon Development, as follows.
(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount softly pert to a comulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with finds to pay such premium to the Secretary of Doorsing and Orban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or
(1) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Orban Development, a monthly charge (in live of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1:12) of one-half (1:2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
(b) A sum equal to the ground rests, if any, next due, this the tremmins that will next become due and rescalde on

th) A sum equal to the ground rents, if any, next due, plus the promises 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 (off as estimated by the Mortgagee) loss all some already paid therefor divided by the number of months to elapse before one month prior to the date when such proud rents, premiums, taxes and assessments will be one delinquent, such some to held by Mortgagee in trust to pay said ground rents, premiums, taxes and opecial assessments, and

(11) Interest or Constant of the solutions, and (11) smortization of the surgeraph and all payments to be made under the note seeved berely shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a cycle payment to be applied by the Mortgagor to the following stems in the order set forth (1) premi in larges under the contract of insurance with the Secretary of Housing and Othan Development, or months, closed in trend of mortgagor insurance premiums, as the case may be, (11) ground close, of any, taxes, special assessments, fire, and other hazard insurance premiums, (111) interest on Considerable secured bereby, and (112) amortization of the 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 new such payment, constitute an event of default under this mortgage. The Mortgagor may confect a "late charge" not to exceed four cents (4x) for each dollar (31) for each payment more than lifteen (15) days in arrears, to cover the extra expose avolved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection thiof the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground reats, taxes, and assessments, or insurance premiums, us the case may be, such excess, if the loan in 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 the content of the paragraph shall not be sufficient to pay ground tents, taxes, and assessments, or insurance preparation, as the case may be, when the same shall become due and payable, then the Mortgagor shall not the late to the core due and payable, then the Mortgagor shall not the late core due to the mortgagor shall not be sufficient to pay determine and payable, then the Mortgagor shall not be to the core due. and payable, then the Mortgagor shall pay to the a originee any amount necessary to make up the deficiency, on or before the date when payment of such ground texts, area, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor in accordance with the provisions of the note secured If at any time the Mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagoe shall, in computing the amount of such indebtedness, credit to the account of the hortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagoe has not become obligated to pay to the Secretary of Housing and Urbin Development, and any balance remaining in the lands 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 hereo, or if the Mortgagoe acquires the property otherwise after default, the Mortgagoe shall apply, at the time of the commencement of such proceedings ar at the time the property is otherwise acquired, the balance then remaining a the funds accumulated under subsection (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 independent subsection (a) of the preceding paragraph. coding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness in the mortgagor does bereby assign to the Mortgagee all the rents, assues, and profits now due or which may Ferentier 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, in sured as may be required from time to time by the Mortgagee against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards, casualties in the mortgage against loss by fire and other bazards. and contingencies in such amounts and for such periods as may be required by the Mortgi gee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not bee scande hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Martgagee and have attached thereto loss payable clauses in favor of and ic form acceptable to the Mortgagee. In event of toss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss it 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 Mortgager 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 restaurion 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 granitie

THAT if the premises, or any part thereof, be condemned under any power of emment 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 anpaid, are bereby assigned by the Mortgasor 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

, 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 90 DAYS 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.

48 THE EVENT of detailt 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.

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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 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 in 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 Mortgageor 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 JASE 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 oreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party there, 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 cauge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtencess secuted hereby and be allowed in any decree forectosing this mortgage.

AND THERE SHALL 3F INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in parsuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including aborneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract we. Ramination of title; (2) all the moneys advanced by the Mortgage, if any, for the purpose authorized in the nortgage 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 accured 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 Moltgagor.

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 agreement herein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the Lenetits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagoe.

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 Mortgages whall 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 temperative heirs, executors, administrators, successors, and as it is 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.

NANCY D, FOM	Acur	CSEA!	l·]]		[SEAL]
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STATE OF ILLIP	SION	<del></del>	· · · · · · · · · · · · · · · · · · ·		
COUNTY OF CO	ю <b>k</b>		3.57		
aforesuid, Do He and Cernal person whose nar person and acknow	ne is vledged that sho	subscribed to t	masck <b>Divided</b> , his wife he foregoing in ited, and delive	ORCEOL and personally knows strument, appeared the said instrument in the said in	n of SINCE n to me to be the same before me this day in ment as here and waiver of the right
06/ spc	"Official Seal" the Public State of Itting cory Public State of Itting commission Expires 8/22 my Public State of Itting	AM S	8th day	APril	, A. D. 19 87.  Notary Public
DOC: NO. 1 *		for Record in the			
al o'		ounty, Allinois, on m., and duly recor		day of	A.D. 19 Page

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This Rider, dated the 8TH day of APRIL , 1987, amends the mortgage of even date by and between NANCY D. TOMASEK , the Mortgager, and INDIANA TOWER SERVICE CORPORATION, the Mortgagee, as follows:

- 1. Subsection (A) of paragraph 2, Page 2 is deleted.
- 2. Subsection (C) (I) of paragraph 2, Page 2 is deleted.
- 3. In the third sentence of Paragraph 3, Page 2, the words "all payments made under the provisions of (A) of paragraph 2, Page 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and and Urban Development and " are deleted.
- The fourth sentence of paragraph 3, Page 2 is amended by insertion of a period after "...then remaining unpaid under said note" and deletion of the remainder of the sentence.
- Paragrowh 7, Page 2 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance plemium to the Department of Housing and Urban Corologment."

Also:

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 (ctror than by devise, descent of operation of law) by the fortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution or 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, NANCY D. TOMASEK has sot 🔩 his hand and seal the day and year aforesaid. (SEAL) STATE OF SELLING Cook COUNTY OF lucusterough 1, ----, a notary public, in and for the county and State aforesaid, Do hereby Certify that Narry D. Tomasek and his wife, personally knowh to me to be the same person whose name scribed to the foregoing instrument, appeared before me this day in person and acknowledged that Oke signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 8 day app ,A.D.1987

"OFFICIAL SEAL"

Joanna Raff

Hotary Public, State of Illinois,

Ally Commission 5 - 8/20/90

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