Mortgage

Loán # 00053786-0

FHA Case Ne.1

131: 496 2755 703B

This Indenture, Made this

State of Illinois

30th

day of

April

19 87hetween

JERALD J. JASKOVIAK, A Bachelor and KIM M. KNECHTEL, A Spinster

, Mortgagor, and

MIDVEST FUNDING CORPORATION a corporation organized and existing under the laws of Mortgagee.

the State of Illinois

payable with interest at the true of Nine
per centum (9:00000 per annum on the unpaid balance until paid, and made payable to the order of the Morrgagee at its
office in DOWNERS GROVE ILLINOIS , 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 fifty-one and 17/100 - - - - Dollars (\$ 551.17)
on June 01, 19 87 , and a like success if not sooner paid, shall be due and payable on the first day of May

Now, therefore, the said Mortgagor, for the better securing on the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, doe by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate; lying, and being in the country of COCK and the State of Illinois, to with

THE WEST 34.4 FEET OF LOT 11, BELLAIRE MANON UNIT NUMBER 2, A SUBDIVISION IN THE EAST 1/2 OF SECTION 27, TOWNSHIP 41 NORTH, RANCE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FIN MORIGAGE ACCELERATION CAUSE ATTACHED HEREIO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORIGAGE AS IF THE RIDER WERE A PART HEREOF.

Item # 06-27-204-079

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, 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 Mortgages, 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 Morigagor 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 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 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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DOWNERS GROVE, ILLINOIS 60515 1020 31ST STREET, SUITE 401

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 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, assessment, or tax lien upon or against the premises described here. Or any part thereof or the improvements situated thereon, to long as the Mortgagor shall, in good faith, contest the same of the validity thereof by appropriate legal proceedings brought in account 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 sair y the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whose, or in part, on any installment due date.

That, together with, and in addition to, the monthly ray tents of principal and interest payable under the terms of the now secured hereby, the Mortgagor will pay to the Mortgagee, or the first day of each month until the said note is fully paid, the following sums:

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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 clapse 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 in pay said ground rents, premiums, taxes and special assessments; and

b &X All 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:

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

II (XXX) interest on the note secured hereby;

IIIXX) amortization of the principal of the said note; and IV XX 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 70Kof 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 be made by the Mortgagor, or refunded to the Mortgagor. If: however, the monthly payments made by the Mortgagor under subsection and 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 ar ount necessary to make up the defleiency, on or before the? drie when payment of such ground rents, taxes, assessments, or insurfact premiums shall be due. If at any time the Mortgagor shall tentler to the Mortgagee, in accordance with the provisions of the not 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 processory. If there shall be a default under any of the provisions of this mortgage resulting in a public stile of the premises covered hereby, or if the Mortgagee acquires de 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 (1886) the preceding paragraph as a credit nguinst the amount of principal then remaining unpaid under said notextically and the said th

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 luzards, 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.

plural the singular, and the musculine 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 inute; to the respective helts, executors, ad-The coverants herein contained shall bind, and the benefits.

any manner; the original liability of the Mortgagor, cessor (in interest of the Morigagor shall operate to release, in of the debt liereby secured given by the Mortgagee to any suciti is expressiy agreed that no extension of the time for payment

or delivery of such release or satisfaction by Mortgagec. benefits of all statutes or laws which require the partier execution satisfaction of ithis mortgage (and Mortge of hereby waives the witten demand therefor by Mortgagor, execute a release or the covernants and agreements thereit, it en this conveyance shall be and void and Mortgagee, will, which thisty, (30), days, after aforessid and shall abide by cor in with and duly perlorn stainiam oili ni bugsomis oili in each bias gagliaite rogagiloidisi

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any decree foreclosing this marigage. so much additional indebtedness secured hereby und be allowed premises under this mortgege; and all such expenses shill become ceedings; shaif nogur aganda hund nind churge anno an ine sand -ord/10 thus done all esolvise not solving bunn of sognition reasonable lices and charges of the attorneys or solicitors of the by reason of this mortginge, its costs and expenses, and the proceeding; whereinthe Mortgagee shall be made a party thereto posetof(such forcelosuret; and thi case, of any other suft, or legal - nul pill so sonitul ally copie at a second sonitul sonitul sonitul pill sonitul p ant la such proceeding; and also for all outlays for documentary orialdmos adi to saaj teraliquigonate buil teast etrolistice odition in any court of law or equity, a reasonable sum shall be allowed And in case of foreclosure of this morigage by said blortgage

out the intervisions of this paragraph, expend likelifeuch announts as mrefrensonably necessary to earry premises hereinabove described; and employ other persons and collect and receive the renis, issues; profits for the inse of the beyond any berlod of redemption, as are approved by the court, gagor or others upon such terms and conditions, either within or quired by the Mothagee; lease (lie and premises to the Mortmaintain such insurance in such amounts as shall have been rehun 101 yan teathnard blaz ant no subbad yam enternateare unid premilises in good repair; pay such current or back tuxes and an action is pending to foreclose this mortgage or a subsequent italilw ni truos a lo tabro initabhin sasimarq badirasab ayoda adi. Whenever the said Mortgagee shall be placed in possession of

tion and preservation of the property. cosis, taxes, insurance, and other-items necessary for the projeccollected may be applied toward the payment of the indebtedness, period of redemption, and such rents, 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 Mortgagee with power to collect the tents, issues, and profits of sion of the premises, or appoint a receiver for the benefit of the as tal homestead, enter an order placing the Mortgagee in possesshall then be occupied by the owner of the equity of redemption, without regard to the value of said premises or whether the same an 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 solvency or insolvency of the person or persons sught, or any party claiming under said Mortgagor, and without either before or after sale, and without notice to the said Mortthe courtific, which such bill is filled may at any time thereafter, this mortgage, and upon the filling of any bill for that purpose, due line Mortagee shall have the right immediately to forcelose And in the eventiling 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, Wildle of said principal sum remaining unpaid together with acother coverant or agreement herein stipulated, then the thrity (30) days after the due date thereof, or in case of a breach to boireq a rol ydered beruese scon est ni bas niered for boble Maithe event of default lin making any monthly payment pro-

hereby immediately due and payable. holder of the note may, at its option, declare all sums secured conclusive proof of such incligibility), the Mortgagee or the declining to insure said note and this mortgage, being deemed days lime from the date of this morturate, Secretary of Housing and Urban Development dated subsection to the date of this morture. Mousing and Urban Development or authorized agent of the ilereof) written statement of any officer of the Department of WAXLE nichiw to A gaissio H Innoisa M olab adl most syad the note; secured hereby not be eligible for laturan e under the The Morigagor further agrees that should the morigage and

indebtedness secured hereby, whether due or not. forthwith to the Mortgagee to be applied by it on account of the bind ad linde bin a sagation to the total being gage, and the Mote secured her by remaining unpaid, are hereby extent of the full amount of indebtedness upon this Moredamages, proceeds, and the consideration for such acquisition, to any power of emine we main, or acquired for a public use, the That if the preinter or any part thereof, be condemned under

force shall pass to the purchaser or grantee. lerest of the Mortgagot in and to any insurance policies then in mentiof the indebtedness secured hereby, all right, title and inor other transfer of title to the mortgaged property in extinguishthe property damaged. In event of foreclosure of this mortgage 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 gages who may make proof of loss if not made prompily by Morigagor, and each insurance company concerned is hereby loss Mortgagor will give immediate notice by mail to the Mortto ineven in form acceptable to the Mortgagee. In event of the Mortgagee and have attached thereto loss payable clauses in Mortgagee and the policies and tenewals thereof shall be held by All insurance shall be carried in companies approved by the

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CASE# 131: 496 2755 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 a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirement of the Commissioner

A A A A A A A A A A A A A A A A A A A	The Commissioner.
Gerald J. Jashowcak	April 30, 1987
Borrower JERALL J. JASKOWIAK	Date
Hem my Greatel	April 30, 1987
Borrower KIM M. KNECHTIL	Date
Ox	
Borrower	Date
He my March 1 to 10	april 30, 1987
Borrower Kim m. KNECHTEL	Date
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State of	
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County of LAKE SS.	
, the undersigned, a notary public in and for the said County, in the S	State Moragold DO HERERY CERTIEY
hat JERALD J. JASKOWIAK, A Bachelor and KIM M. KNECH	
and the control of th	.0
personnally known to me to be the same person _S whose name _S s	
ppeared before me this day in person, and acknowledged that he	ey_ signed, seciet and delivered the
ald instrument as THEIR free and voluntary act, for the	uses and purposes therein set forth.
Given under my hand and official seal, this 30th day of apr	il 1987
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