CASE# 131: 485 9618 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.

home curio	May 8, 1987
Borrower MOSES CALLER	Date
Corrère Carter	May 8, 1987
Borrower CORRINE CARTER	Date
John of Hope	May 8, 1987
Borrower JOHN L. HOSE	Date
Borrower	Date
state of ILLIMIS	SS.
County of CCK.	55.
that MOSES CARTER, CORRINE CARTER, Hip W	County, in the State Proresaid, DO HEREBY CERTIFY Life and JOHN L. HOSEY. A Bachelor
appeared before me this day in person, and acknowled	iose name
A	June 1987
	Notary Public
	Commission Expires

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State of Illinois

Mortgage

roan # 801422262

131: 485 9618 703B

This Indenture, Made this	8th	day of	May	, 19 87 between
MOSES CARTER, CORRINE CARTER,	His Wife at	nd John L. Hosi	EY, A Bachelor	, Mortgagor, and
MIDNEST FUNDING CORPORATION a corporation organized and existing under the Mortgagee.	e laws of	the State	of Illinois	
Witnesseth: That whereas the Mortgagor is date herewith, in the ringipal sum of Six	ty-six thous	o the Mortgagee, as is sand nine hundi	red fifty and NO,	romissory note bearing even /100 66,950.00)
			Politie (A	,
per centum (10.50000) per annum office in DOWNERS CAOPE at such other place as the holder may designate in	writing, and deliv	dance until paid, and	ILLINOIS	der of the Mortgagee at its , or le in monthly installments of
on July 01, 19 87, and a except that the final payment of principal and 20 17	like rum on the f	•		612.42) until the note is fully paid. first day of June
Now, therefore, the said Mortgagor, for the bemance of the covenants and agreements herein or assigns, the following described Real Estate and the State of Illinois, to wit:	contained, does by	y these presents Morte	rage and Warrant unto t	•
LOT 5 IN GUSTAV J. BERG'S 3 24, IN BLOCK 3 IN DAMAREST HALF OF THE SOUTH EAST QUA 39 NORTH, RANGE 13, EAST OF	AND KEMERLI RTER OF THE	ing's grand avi North East Qui	ENUE SUBDIVISION ARTER OF SECTION	OF THE NORTH 3, TOWNSHIP

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREVI'TH IS INCORPORATED HEREIN AND THE COVENAMIS AND AGREFAENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

BJU Item # 16-03-226-005

Also known as 4147 W. KAMERLING AVENUE, CHICAGO 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 hear, 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 rulease and waive.

And said Mortgagor covenants and agrees:

ILLINOIS.

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 incurance Framium payments.

	UNC	OFFICIAL	COPY	
57258466		LE 407	DOWNERS GROVE, ILLINO TOZO 31ST STREET, SUT SANDRA KEEGAN	PREPARED BY: OT NHUTSI
872.58460 e.p.	lo yay	County, Illinois, on the		o,o 3 0
· 48 61 'ary '	Aolory Public	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	MA COMMISSION EXPIRES 3/16/ MY COMMISSION EXPIRES 3/16/ MY COMMISSION EXPIRES 3/16/	
to me to be the same begoevering and acknowledged	notary public, in and for a wife, personally known t before me this day in pers ree and voluntary act for	che foregoing instrument, appeared	DERSIGNED Certify That MOSES CARPER TER, His Wife sned, and delivered the tel ding the release and waiver of the	person whose name of constant of the constant
ያ ታወ ደ የአንድ ነ ለ ነው ም	. #4567 # 15 *** . COOK COUNTY FA			double to start
	DEPT-61 RECORDIN	(SEVE)		
		(t v 25)		
(SEVE)		[SEVI]	1/20/2	I was
(SEAL)	······	iaeal) —	X	JOHN F. HOSE
laevel	$\sim \sim \sim$	COBRINE CAR	רסויעי	MOSES CVILLER
SA	Fernan 1, F	by and year first written.	nd seal of the Mortgagor, the da	a bnad sås seent

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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 fuvor of and in form acceptable to the Mortgagee. In event of tors 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 Mortgagos in and to any insurance policies then in force shall pass to the wirehaser or grantee.

That if the premises, or ally part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indibtedness upon this Mortgage, and the Note secured hereby remining 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 of the

The Mortgagor further agrees that should this nurrigage and the note secured hereby not be eligible for insurance under the National Housing Act within givey—days 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 gixty—days' time from the date of this 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.

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 purty 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 tees, 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 foreelosing this mortgage.

And there shall be included in any decree foreclosing this mortpage and be paid out of the proceeds of any sale made in purscape of any such decree: (1) All the costs of such suit or suits,
advections, sale, and conveyance, including attorneys', solicitors',
and sterographers' fees, outlays for documentary evidence and
cost of special abstract and examination of title; (2) all the moneys
advanced by the Nortgagee, if any, for the purpose authorized in
the mortgage with interest on such advances at the rate set forth
in the note secured deceby, from the time such advances are
made; (3) all the accross interest remaining unpaid on the ludeptedness 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 Mortgagor.

If Mortyagor shall pay said note actine time and in the manner aforesaid 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, exceeds a release or satisfaction of this mortgage, and Mortgagor hereby wnives the henefits 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 innie, 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.

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يلا دامان paragraph and all payments to be made under the note All payments mentioned in the two preceding subsections

bna (einsinersees laius),

Mortgagge in trust to bay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground cents, premiums, taxes therefor divided by the number of months to elapse before one erry (all as cerminated by the Mortgages) less all sums already paid etty, plus taxes and assessments next due on the mottkaked propequity based based insurance covering the mortgaged propcibe premiums that will next become due and payable on policies

A sum equal to the ground rents, if any, next due, plus:

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sum Turkeyes

first day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgages on the of principal and interest payable under the terms of the cote

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

on any installment due date.

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

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premises or any part thereo' to atisfy the same.

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

which shall operate to prevent the collection of the tax, assesslegal proceedings brought in a court of competent jurisdiction, faith, contest the said or the validity thereof by appropriate ments situated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, ausessment, or tax fien upon or against the shall rot 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

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/y such repairs to the property herein mortgaged as in its discretions. assessments, and insurance premiums, when due, and may make said premises in good repair, the Mortgagee may pay such taxes, than that for taxes or assessments on said premises, or to keep such payments, or to satisfy any prior lien or incumbrance other in case of the refusal or neglect of the Mortgagor to make

sion for payment of which has not been made hereinhelore. pay prompily, when due, any premiums on such insurance provifor such periods as may be required by the Mortgages and will other hazards, casualties and contingencies in such smounts and from time to time by the Morigagee against loss by live and erected on the mostguged property, insured as may be required That he will keep the improvements now existing or hereafter

become due for the use of the premises hereinabove described. the rents, issues, and profits now due or which may hereafter the vernitable of the almert property as the block of the second And as additional security for the payment of the indebtaches

acquired, the balance then remaining in the funds accumulated under subsection to of the preceding pairs unit as credit ment of such proceedings or at the time the property is otherwise default, the Mottgagee shall apply, of the time of the commencenereby, or if the Mortgagee acquires the property otherwise after botovoo rosimoto sat to sine oil tra a ni anithres sugation sidt to envieirorg och bo gun bonn tlundet and tlade orach bl. Accounce

XXVIRKIPIYKKINGEXXIRKIXIXI TEAKKKKINGEXXIKKINGENERKIND KURPARRIGKXIAKKIY XITOO GARKIKKINGERINGE KARKKKKKKKK the Mortga or a l payments made under the problems of subsecputing the amount of such indebtedness, credit to the account of debiedness represented thereby, the Morthagee shall, in comof the no e secured hereby, full payment of the entire inshall tender to the Mortgagee, in accordance with the provisions issurance premiums shall be due. If at any time the Mortgagor

able when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or belote the and payable, then the Mortgagor shall pay to the Mortgages any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and tesessements, or insurance majoritue ad ton flude adquaganaq gailbasand adt do Marioissedue however, the monthly payments made by the Mortankor under

All rogugated of the behander to the blottgagor. If of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, a amount of the payments actually made by the Mortgagee for oft boouse thate tigning piragently that execed the If the tytal of the payments made by the Mortgagor under

esmonigad mouphdob guilbund ai bovlovai oznogzo ment niore than litteen (15) days in arrears, to cover the extranot to exceed four cents (4') for each dollar (\$)) 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 800d by the Morigagor prior to the Any deliciency in the amount of any such aggregate monthly

IV KW late charges. LIIM) amortization of the principal of the said note; and

II (M) interest on the note secured hereby; other hazard insurance premiums;

I

MD ground rents, if any, taxes, special nesessments, fire, and

X39K ANGEST STATEMENT ACCORDANGE TO THE PROPERTY OF

the order set forth:

payment to be aplied by the Mortgagee to the following items in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount