State of Illinois

Mortgage

FHA Cose No 131-5101329-703

This Indenture, made this

30TH

day of

MAY , 19 87 , between

RICHARD L. BAY AND DIANE BAY, HUSBAND AND WIFE

. Mortgagor, and

CARL I. BROWN AND COMPANY

a corporation organized and existing under the laws of

THE STATE OF KANSAS

, Mortgagee.

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

THIRTY NINE THOUSAND FOUR HUNDRED NINETEEN AND NO/100------ Dollars (5 39,419,00 payable with interest at the rate of

per centum (11.50) (96) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in OVERLAND PARK, KANSAS

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

THREE HUNDRED EIGHT SIX AND 70/100----- Dollars (\$ 386.70 , 19/87, and a like sum on the first day of each and every month thereafter until the note on the first day of JULY is fully paid, except that the final proment of principal and interest, if not sooner paid, shall be due and payable on the first day , 2012 of JUNE

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 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 wir-

THE EAST 1/2 OF THE SOUTH 10.75 FEET OF LOT 19 AND THE EAST 1/2 OF LOTS 20 AND 21 IN BLOCK 4 IN HULBERT'S ST. CHARLES ROAD SUDDIVISION, A SUBDIVISION IN THE HORTHEAST 1/4 OF SECTION B. TOWNSHIP 39 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PERM TAX NO. 15-08-226-058 BCO ACC 4215 TVINNING, BELLWOOD, ILLLINOIS

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS, IF ANY, NOW OF RECORD.

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 PART OF THE PROPERTY IS SOLD OR OTHERWISE TRANSFEFFED (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 REQUIREMENTS OF THE COMMISSIONER.

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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage insurance Premium payment (including sections 203(b) and (ii) in accordance with the regulations for those programs.

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in the same source and notes at the same source and in the same source of the same source art in brighthy buy the principal of and interest on the

Fills said Mortgagor further covenants and agrees as follows:

THREE HUNDHED ENGINEY SIX AND 764 A THE WATER THE TRUE OF THE TR high Braught in gourt of competent jurisdiction, which shall the mercanient, or lien so the said premises or any part competent of the said premises or any part the many or the value of this movies of this second of this second of this second of the Mortgages. Inst. the Mortgages, I have the Mortgages, I have the Mortgages, discharge, or tax ilen ilpon or against the emprovement of the improvement the many or the value of the the improvement the many or the validity thereof by appropriate legal protein and the second is a second in the second of the second in the second of the second in the second of the

ou successor to too bing sales and second of the state of the second to part to the property herein more seed to the discretion it was the test, and any the discretion of the test that the seed the see The supplies of the problems when due, and they make mingris on said premises, or to keep said with the second of the Wortgagor to make such the second of the second o

by wind in which menor als, is may be required by the of the square, the continuency of the which the said that the company of the ownership at the continuency of said in such forms that the continuency of said in such forms as the continuency of said in such forms the continuency of said in such forms. PLEMAN DESIGNABLY MURIOCHTY OF THE STRICE OF IT-The pay to such any lies of speciation men or material and to such the Montgages, as a material to pay to the Montgages, as the pay to the Montgages, as the pay to the Montgages, as the pay to the pay to the Montgages, as the pay to the pay the p at the security intended to be effected by virtue of this edone, upon said premises, anything that may impair the value to test said premises in good repair, and not to do, or permit to

And Said Mentager coverants and agrees:

Tonether with all sad signific the construction of the waite. or me Buster of Ithinor, which said Hahls and the state of the purposes and uses herein set forth, free the purposes and uses herein set forth, free the state that the Homestead the state that the state and the state that the state and the state that the state t The above described premises, with the

immediate notice by mail to the Mortgagee, who may make grank gelinquent, such sums to be held by Moster greequable, to the Mostgagee. In event of loss Mostgagos will give have attached thereto loss payable clauses in favor of and in form policies and renewals thereof shall be held by the Mortgagee and be carried in companies approved by the Mortgagee and the ment of which has not been made hereinbefore. All insurance shall ly, when due, any premiums on such insurance provision for payperiods as may be required by the Mortgagee and will pay prompthazards, casualties and contingencies in such amounts and for such trom time to time by the Mortgagee against loss by lice and other erected on the mortgaged 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 aloresaid the Mortgagor does hereby assign to he Mortgagee all And as Additional Security for the payment of the indebtedness

the amount of principal then remaining an said under said note. under subsection (a) of the preceding paragraph as a credit against acquired, the balance then remairing in the funds accumulated ment of such proceedings or a the time the property is otherwise default, the Mortgages ahair spriy, at the time of the commencehereby, or if the Mortgagee acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding count of the Morigagor any balance remaining in the funds acin compating the amount of such indebtedness, credit to the acof the cating indebtedness represented thereby, the Mortgagee shall, ounce this the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgagee, in accorrents, taxes, assessments, or insurance premiums shall be due, it at deliciency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insurance premiums, as the case may be. preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagor under subsection (a) of the gagor, or retunded to the Mortgagor, if, however, the monthly shall be credited on subsequent payments to be made by the Mortsuch excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgages for ground rents, subsection (a) of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under

involved in handling delinquent payments. more than fifteen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (\$1) for each payment under ithis mortgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default ment shall, unless made good by the Mortgagor prior to the due Any deficiency in the amount of any such aggregate monthly pay-

- late charges.
- amortization of the principal of the said note; and
 - interest on the note secured hereby;

hazard insurance premiums;

(i) ground rents, if any, taxes, special assessments, fire, and other

be applied by the Mortgagee to the following items in the order set shall be paid by the Mortgagor each month in a single payment to hereby shall be added together and the aggregate amount thereof paragraph and all payments to be made under the note secured All payments mentioned in the preceding subsection of this

special assessments; and

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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 fore closure 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.

That if the premises, or any 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 indebtedness upon this Mortgage, and the Note secured hereby remaining 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 And should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within SIXTY from the date hereof (written statement of any officer of the Department of Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY time from the date of this mortgage, declining to insure s no note and this mortgage being deemed conclusive proof of such in agibility), the Mortgagee or the holder of the note may, at its option declare all sums secured hereby immediately due and payable. Netwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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 forcelose 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 solveney or insolveney 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 be then 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 ase 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.

An in Case of Foreclosure of this mortgage by said Mortgage 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 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 foreclosing this mortgage.

And There Shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pulsuance of any such decree: (1) All the costs of such suit or solids, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the money, advanced by the Mortgagee, if any, for the purpose authorized in the mortgage 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall meaning paid to the Mortgagor.

If the 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 agreemen's herein, then this conveyance shall be null and void and Morgeger will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which expire 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 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.

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CARL I. FOUN AND COMPANY

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signed, sealed, and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in.,

, his wife, personally known to me to be the same." างกลาว เครื่อง หลัง 1 และไม่ ก็สุดเหมากัก การกระเลก สาราก สารากับ เสรียกเลื่อง

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