State of Illinois

Mortgage

FHA Case No.:

131:5498173-703

This Indenture, Made this 13TH day of SEPTEMBER RICARDO GOMEZ, BACHELOR & MARGARITA GARCIA, DIVORCED & NOT SINCE REMARRIED , Mortgagor, and GMAC MORTGAGE CORPORATION OF PA a corporation organized and existing under the laws of PENNSYLVANIA , 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

FORTY THOUSAND FIGHT HUNDRED AND 00/100 ****************************

Dollars (\$ 40,800.00

Dollars (\$ 373.21

on NOVEMBER 01 , 19 88 , 2 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 OCTOBER 20 18

Now, therefore, the said Mortgagor, for the better security 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 wit:

LOT 11 IN RESUBDIVISION OF BLOCK 2 IN SCOVILLE WALKER AND MC ELWEE'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #19 01 108 036, VOLUME 376

Commonly known as: 3112 West 40th Place Chicago, IL 60632

THIS INSTRUMENT WAS PREPARED BY:

SUE JANACHOWSKI FOR GMAC MORTGAGE CORPORATION 5540 WEST 111TH STREET OAK LAWN, ILLINOIS 60453

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rent, i sues, 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 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 for periodic Mortgage insurance Premium payments.



ns of the National Housing Act which provide

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the order set forth; payment to be applied 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

Secretary of Housing and Urbiin Development, or monthly (1) premium charges under the contract of insurance with the

(II) ground tents, if any, taxes, special assessments, fire, and charge (in lieu of mortgage insurance premium), as the case may

(III) interest on the note secured hereby; other hazard insurance premiunis;

(V) amortization of the principal of the said note; and

(V) late charges.

under 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 good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly

subsection (b) of the preceding paragraph shall exceed the It the total of the payments made by the Mortgagor under expense involved in handling delinquent payments. ment more than lifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (51) for each pay-

subsection (b) of the preceding paragraph shall not be sufficienty however, the monthly payments made by the Mortgagor under made by the Mortgagor, or relunded to the Mortgagor. If, of the Morigagot, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option se, ground rents, iaxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgages for

date when payment of such ground rents, taxes, assessments, or amount necessary to minke up the deficiency, on or before the and payable, then the Mortgager shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to bay ground rents; taxes, and suscessments, or insurance

shal tender to the Mortgagee, in accordance with the provisions. issurance premiums shall be due, if at any time the Mortgagor

tion: (a) of the preceding paragriph which the Mortgagee has not the Mortgrant II payments made under the provisions of subsecputing the mount of such indebtedness, credit to the account of debiedness represented thereby, the Mortgagee shall, in comof the more secured hereby, full payment of the entire in-

default, the Mortgagee shall appile at the time of the commencehereby, or if the Mortgages acquires the property otherwise after of this mortgage resulting in a vir bile sale of the premises covered paragraph. If there shall or a default under any of the provisions completed under the provisions of subsection (b) of the preceding Development, and any balance remaining in the funds acbecome obligated to ply to the Secretary of Housing and Urban.

note and shall properly adjust any payments which shall have bias rebnus biaqnus gniniamer nedli faqioning loundung ethicianiaga under subsection (b) of the preopting pa 28 sph as a credit acquired, the balance then remarking in the funds accumulated ment of such proceedings or at the time the property is otherwise

And as additional security for the payment of the indebtedness peculurage indeclarization (a) plane preceding paragraph, with

become due for the use of the picanises hereinsbove described. the tents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all

sion/for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance provifor such periods as, may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortginge against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

> such repairs to the property herein mortgaged as in its discretion 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

> any moneys so paid or expended shall become so much addiitsmay deem necessary for the proper preservation thereof, and

> proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of

paid by the Mortgagor.

premises or any part there if to satisfy the same. ment, or lien so contered and the sale or forfeiture of the said which shall operate to prevent the collection of the tax, assesslegal proceedings or ou, ht in a court of competent jurisdiction, faith, contest the 29 ne or the validity thereof by appropriate ments aituated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or taxilien upon or year lien apon or against the shall not 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

(ollows: And the said Mortgagor further covenants and agrees as

on any installment due date. That privilege is reserved to pay the delt it whole, or in part,

first day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgares, on the of principal and interest payable under the terms of the rote That, together with, and in addition to, the monthly payments

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by the Secretary of Housing and Urban Development, as follows; charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-(a) An amount sufficient to provide the holder hereof with

uniani sint has siah move of even date and this instru-Act, as amended, and applicable Regulations thereunder; or and Urban Development pursuant to the Mational Housing holder with funds to pay such premium to the Secretary of Housnual mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the I-la-(I) If and so long as said note of even date and this instru-

halance due on the note computed without taking into account (1/12) of one-half (1/2) per contum of the average outstanding premium) which shall be in 22 amount equal to one-twelfth ment, a monthly charge (in lieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop-

(b) A sum equal to the ground rents, if any, next due, plus delinquencies or prepayments;

abecial assessments; and Mortgages in trust to pay 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 rents, premiuns, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgages) less all sums already paid erty, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies

of this paragraph and all payments to be made under the mote. (c) All payments mentioned in the two preceding subsections

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TIM NOOUTHULLIT KIDEK	FHA	ASSUMABIL	YTI	RIDER
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THIS FHA ASSUMABILITY RIDER is made this 13TH day of SEPTEMBER, 1988 and is incorporated into and shall be deemed to amend and supplement a Nortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure the Borrower's note to

GMAC Mortgage Corporation of PA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3(1): West 40th Place, Chicago, Illinois 60632 (Property Address)

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 transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not liter than 12 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this FHA Assumability Rider.

X Show hay

Borrower Richard Gomei, Bachelor

Marculo Marcia (Seal)
Borrower Margarita Garcia, Divorced And

Not Since Remarried

(Seal)

Borrower

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8-12254

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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 favor of and in form acceptable to the Mortgagee. In event of loss 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 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 Mort-gage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) 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 sixty (60) day's 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 party 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 Mortgager 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 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 mortgree and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or sults,
advertising sale, and conveyance, including attorneys', solicitors',
and sten graphers' fees, outlays for documentary evidence and
cost of said abstract and examination of title; (2) all the moneys
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 deceby, from the time such advances are
made; (3) all the accuracy interest remaining unpaid on the indebtedness hereby secured, (4) all the said principal money remaining unpaid. The overplum of the proceeds of sale, if any,
shall then be paid to the Mortgagor.

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 agreements herein, there it is conveyance shall be null and void and Mortgagee 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 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 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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to me to be the same on and acknowledged	personally known t	TTA GARCEA, DIVORCED & NOT ed to the foregoing) Becherok & Wekgeri	MOTERAID, DO Hereby RICARDO GOMEZ, REMARRIED REMARRIED
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