State of Illinois

Mortgage

FMA Case No. 131:5520400-703

FMC#591220-2

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-----One Hundred Six Thousand Six Hundred Fifty Four and 00/100-

LOT 5 IN BLOCK 10 IN KENDALL'S BELMONT AND 56TH AVENUE SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 30 ACRES THEREOF) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-28-117-023

Property: 2944 N. Linder

Chicago, Il. 60641

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 frisurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

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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 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 Mortgage, and the Note secured acreby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be appared by it on account of the indebtedness secured hereby, whether the or not.

The Mortgagor Further Agree that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within ---- a nety---from the date hereof (written statemen, of any officer of the Department of Housing and Urban Develorment or authorized agent of the Secretary of Housing and Urban Vevelopment dated subsequent to the -----ninety---time from the date of this mortgage, declining to assure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, a my option, declare all sums secured hereby immediately due and payable. Notwithstanding 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 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 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 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 tents, 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.

An in Case of Foreelosure 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 foreelosure; 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 pursuance of any such decree: (1) All the costs of such suit or soits, 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 proceeds 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 moebledness hereby secured: and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the Mortgagor shall (ay said note at the time and in the manner aforesaid and shall chile 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 thereto, 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 of 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 ferminine.

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That, together with, and in addition to, the monthly payments of become due for the use of the premises hereinabove described, the blongagon will pay to the bronching that the principal and interest payable under the principal and interest on the montaged broperty, insured as may be required erected on the montaged property, insured as may be required erected on the montaged property, insured as may be required erected on the montages apparent and or each montage against loss by fire and or each montage against loss by fire and or each montage against loss by fire and or

any installment due date.

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

And the said Mortgager further coverants and agrees as follows:

It is expressly provided, however (all ether providers of this mortgage to the contrary norwides using that the Montgage of the contrary norwides the right to pay, decharage, or remove any tax, assessment, or tax hen upon or negative the premises described herein or any part thereof or against the intercort, as long as the Mortgagor elect on again faith, contest the same or the weldity themsol by appropriate legal particular the same or the velicity themsol by appropriate legal particular or the velicity themsol by appropriate legal particular or the countering interaction which interaction is the contested and the said the same, or the same contested and the said of the said premise or torteliure of the said premise or enty particular to said the s

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That I've Will Rees the improvements now existing or hereafter freezed on the mortgaged property, insured as may be required from time to lime by the Mortgagee against loss by the and other particle, casualities and contingencies in such amounts and for such periods as may be required by the Mortgagee and will psy promptly, when the pay prompt by when the my recentiums on such insurance provision for payment and make hereinforder. All insurance shall be carried in companies approved by the Mortgagee and the posterior into paying the Mortgagee and have attached thereof charcot claus in the Mortgagee and in form acceptable to the Mortgager will give attached thereto into paying citates in tavor of and in form acceptable to the Mortgager will give acceptable motics by mail to the Mortgager who may make prost

And an Additional Security for the payr en. of the indebtedness aforeasid the Mortgager does hereby assign to the Mortgages all the renal, trause, and profits now due or which may hereafter become due for the use of the premises hereinsbove described.

the grant of principal then remaining untaid under said note. under subsection (a) of the preceding this years as a credit against acquired, the balance then remains \$11 the funds accumulated wear of such proceedings or at he time the property is otherwise defects the Montages shall apply at the time of the commence. thereby or the Morteson acquires the property otherwise after of this months resulting in a public sale of the premises covered purison at their stall in a default under any of the provisions cuminfated under the provisions of subsection (a) of the preceding count of the Mor great any balance remaining in the funds acin computing the unbunt of such indebtedness, credit to the acof the crici e a decleatness represented thereby, the Morrisegee shall, dance a tib the provisions of the note secured hereby, full payment and, have, more meeting of meurance premiums shall be due. If at any contraspec, in secondel ciency, on or bisfore the date when payment of such ground than pay to the Marigagee any amount necessary to make up the when the serve thall become due and payable, then the Mortgagor takes, and stansaments, or insurance premiums, as the case may be, proceding paragraph shall not be sufficient to pay ground rents, interests made by the Minthigue under subsection (a) of the pages, or refused to the Mortgagor. If, however, the monthly see the consisted on subsequent payments to be made by the Morrsich exersa, if the ionn is current, at the option of the Mortgagor, tenes, and apprendicate, or insurance premiums, as the case may be, of the payments actually made by the Mortgages for ground rents, innonce out bosoxo flatis riquigarant gniboocky out to terior He inc total of the perments made by the Mortgagor under

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UNOFFICIAL COPY FMC#591220-2 FHA CASE#131:5520400-703

RIDER

This	his Rider, attached to and made part of Tho	Mortgage, Mortgage Deed,
Deed of 1	f Trust, Security Deed or Vendor's Lien (t) Davis W. Peera and Ulrika	ne "Security Instrument")
between	•	(the "Borrower") and
-		
Fleet Moi	Mortgage Corp. (the "Lender") dated <u>Septe</u>	mber 27tho; RECORDING ,
19 <u>88</u> , r	revises the Security Instrument as follows	: 152722 「RAM 9895 09/28/88 0 ** ・ **3340 # E **一 29 一445 : COOK COUNTY RECORDER
	Ô.	
	The Lender shall, with the prior approv	val of the Federal
	Housing Commissioner, or his designee,	declare all sums
	secured by this Security Instrument 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 Borrower, purs	
	of sale executed not later than 12 mont	
	the property is not the principal or se	econdary residence
	of the borrower) after the date on which	
	is endorsed for insurance, to a purchas	ser whose credit
/	, has not been approved in accordance wit	th the requirements
	of the Commissioner.	
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Dated	September 27th , 19 48	
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Borrower Ulrika Frisk-Peera, 111 wife

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