

# UNOFFICIAL COPY

33 33 479  
Loan # 003615-3

State of Illinois

-88-533479  
MortgageFHA File No.  
131: 556 8087 703

This Indenture, made this 10th day of November, 1988, between

ROBERT J. BRDAR and SANDRA R. BRDAR, His Wife, Mortgagor, and

Midwest Funding Corporation

a corporation organized and existing under the laws of the State of Illinois, Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgaggee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Eighty-two thousand five hundred fifty and NO/100 ----- Dollars (\$ 82,550.00 )

payable with interest at the rate of Ten and one half

per centum ( 10.50000% ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgaggee 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 Seven hundred fifty-five and 12/100 ----- Dollars (\$ 755.12 )

on the first day of January 01, 1989, and 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 December 2018.

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 Mortgaggee, 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 33 (EXCEPT THE EAST 5 FEET THEREOF AND EXCEPT THE WEST 5 FEET THEREOF) IN BLOCK 1 IN BEVERLY LAWN, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO 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 MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

Item # 24-10-420-052-0000  
Also known as 4308 WEST 99TH PLACE, OAK LAWN

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 (l)) in accordance with the regulations for those programs.

HUD-92116-M.1 (9-88 Edition)

24 CFR 203.17(a)

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HUD-92116M-1

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88533479

OWNERS GROVE, ILLINOIS 60515  
1020 31ST STREET, SUITE 401PREPARED BY: KATHY A. MARTINO  
MIDWEST FOUNDING CORPORATION

RETURN TO: COOK COUNTY RECORDER

DEPT-01 RECORDING  
142222 TRAN 5386 11/18/88 09120100  
415.25  
48695-B \*-88-533-29al o'clock m., and duly recorded in Book of Recs  
County, Illinois, on the day of A.D. 19

Doc. No.

Filed for Record in the Recorder's Office of

Notary Public:

Given under my hand and Notarized Seal this 10th day November , A.D. 19 88

I, ROBERT J. BRDAR, DO hereby certify that ROBERT J. BRDAR and SANDRA R. BRDAR, HIS WIFE, aforesaid, do acknowledge that they signed, sealed, and delivered the said instrument as THEIR subscriber to the foregoing instrument, appeared before me this day in person and voluntarily act for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

I, ROBERT J. BRDAR, DO hereby certify that ROBERT J. BRDAR and SANDRA R. BRDAR, HIS WIFE, aforesaid, do acknowledge that they signed, sealed, and delivered the said instrument as THEIR subscriber to the foregoing instrument, appeared before me this day in person and voluntarily known to me to be the same

I, ROBERT J. BRDAR, DO hereby certify that ROBERT J. BRDAR and SANDRA R. BRDAR, HIS WIFE, aforesaid, do acknowledge that they signed, sealed, and delivered the said instrument as THEIR subscriber to the foregoing instrument, appeared before me this day in person and voluntarily known to me to be the same

County of Illinois  
State of Illinois

Witness the hand and seal of the Notary, the day and year first written.  
ROBERT J. BRDAR  
SANDRA R. BRDAR  
ROBERT J. BRDAR  
SANDRA R. BRDAR  
[Seal] [Seal] [Seal]

Witness the hand and seal of the Notary, the day and year first written.

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that the way in which the individual agents now exchange information  
depends on the information they have gathered.  
In this case, the information is exchanged by the individuals in a  
centralized manner, as shown in Figure 1. The central agent receives  
information from all other agents and performs a global optimization  
task. This task involves calculating the best possible solution for the  
whole system based on the local information provided by each agent.  
The central agent then distributes the solution back to all other agents,  
allowing them to update their own local information and refine their  
own solutions. This process continues until a global optimum is found.  
This approach is particularly effective for problems where the global  
optimum is difficult to find through traditional optimization methods.  
It is also more efficient than distributed approaches, as it requires less  
communication between agents and can handle larger systems.  
However, it may be less robust to changes in the environment, as any  
agent that fails to provide accurate information can affect the whole  
system. In addition, the central agent may become a bottleneck, limiting  
the overall performance of the system.

And as additional security for the payment of the indebtedness  
hereinafter described the debtor does hereby assent to the forfeiture of  
the sum of \$1000, and profits now due or which may hereafter  
accrue due for the use of the premises hereinabove described

procedural preemption will not be sufficient to pay bond money, when the same shall become due and payable, then the Mortgagor will pay to the trustee, assessments, or insurance premiums that shall be due, if any, taxes, assessments, or insurance premiums of such bond money, on or before the date when payment of such bond money, is due, and amount necessary to make up the full sum paid by the Mortgagor and any amount necessary to make up the principal sum, interest, and expenses of the Mortgagor, 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 trustee, assessments, or insurance premiums that shall be due, if any, taxes, assessments, or insurance premiums of such bond money, on or before the date when payment of such bond money, is due, and amount necessary to make up the principal sum, interest, and expenses of the Mortgagor, and assessments, or insurance premiums, as the case may be.

If the total of the payments made by the holder under subsection 17 of the preceding paragraph shall exceed the amount of the pyramids already made by the issuer, and if the excess is not covered by the amount of the subsequent payments to be made by the issuer, it shall be credited on the latter.

Any difficulties in the amount of any such abridgeable amount may be  
met by the Alterations prior to the due date unless made good by the Alterations prior to the due date of  
any amount shall constitute an event of default.

(iii) amputation of the prepuce of the said male; and

(d) Ground rents, if any, leases, special assessments, fire, and other charges based on insurance premiums.

(e) Interests in the title to the property held by the wife.

in all the programmes mentioned in the preceding subsections of this paragraph and all programmes to be made under the note secured thereto shall be paid by the Motorist for each month in a single payment to be applied by the Motorist to the following months in the order set out in the schedule.

#### **PUBLIC SPACES**

discussed by the Anthropologist, less all sums already paid before  
the date when such sum is due, plus interest on the amount of  
such sum at the rate of six per centum per annum, plus taxes and  
assessments with become due and payable, such sums to be held by Agent  
of the State to pay and discharge rents, premiums, taxes and

(10) A sum equal to the ground rent, if any, next due, plus the premiums that will now become due and payable on policies of life and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property, but as

This, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note hereby, the Mortgagor will pay to the Mortgaggee, on the first day of each month until the said note is fully paid, the following sum:

While all in part on my statement the date  
mention therein provided. Privilege is reserved to pay the debt in  
middeleven evinced by the said note, at the times and in the  
sums mentioned, for the principal or any interest on the  
sum or the sum remaining.

and the said Attorney General further certifies and affirms as follows:

cecedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so created and the sale or forfeiture of life and premises or any part thereof to satisfy the same.

of removing any tax assessment, or tax lien upon an abandond property, or to remove any tax assessment, or tax lien upon an abandond property.

If it is expressly provided, however, (all other provisions of this  
mortgage to the contrary notwithstanding), that the Mortgagor  
shall not be entitled to have his claim to any deficiency

such repairs to the property herein mentioned, when due, and to make assessments, and insurance premiums, when due, and to make many decent necessaries for the proper preservation thereof, and may demands so paid or expended shall become so much additional debt due, secured by this mortgage, to be paid out of proceeds of

In case of the refusal or neglect of the Mortal to make such payments, or to satisfy any prior hen or income demands other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortal agree many pay such taxes.

where to attach to such premises; to pay to the mortgagor, as  
circuit to pay all taxes and assessments on said premises, or any tax  
of assessment there, may be levied by authority of the State of Illinoian, or of the county, town, village, or city in which the said  
land is situated, 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 in-  
debtors, insured for the sum of one-half of the value of such forms  
of insurance, and in such amounts, as may be required by the

"To keep solid principles in good repair, and not to do, or permit to be done, upon said principles, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; nor to suffer any loss of mechanics men or materials."

10. TRADE AND TO TRADE THE ABOVE-DESCRIBED PREMISES, WITHIN THE APPURTENANCES AND FIXTURES, UNTO THE SAID MORTGAGOR, HIS SUCCESSORS AND ASSIGNEES; FOREVER, FOR THE PURPOSES AND USES HEREIN SET FORTH, FREE FROM ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE FORMERLY GRANTED EXEMPTION LAW OF THE STATE OF ILLINOIS, WHICH SAID RIGHTS AND BENEFITS TO SAID MORTGAGOR DOES HEREBY EXPRESSLY RELEASE AND WAIVE.

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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 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 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** days from the date hereof (written statement of an 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** 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. 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 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 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 Mortgagor 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 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 pursuance of any such decree: (1) All the costs of such suit or suit, 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 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 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 then be 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 agreements herein, then this 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.

-83-533479

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LOAN# 003615-3

CASE# 131-556-8087-703

## FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

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 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 no later 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."

Borrower

ROBERT J. BIDAK

November 10, 1988

Date

Borrower

SANDRA R. BIDAK

November 10, 1988

Date

Borrower

Date

Borrower

Date

State of ILL

SS

County of Cook

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT J. BIDAK and SANDRA R. BIDAK, his wife, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of November 1988.

*[Signature]*  
Notary Public

6/2/89  
Commission Expires

This instrument was prepared by Midwest Funding Corporation  
1020 31st Street, Suite 401, Downers Grove, Illinois 60515