88600393

88600393 332611-0

State of Illinois

Mortgage

FHA Case No.: 131:5588805

This Indenture, Made this 16TH day of DECEMBER , 19 88 between
SYED A. IQBAL AND ~~KHUISHAIL~~ KHURSHID /FATIMA IQBAL, HUSBAND AND WIFE , Mortgagor, and
PACE MORTGAGE CORPORATION OF ILLINOIS
a corporation organized and existing under the laws of THE STATE OF ILLINOIS ,
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 SEVENTY TWO THOUSAND SEVEN HUNDRED ELEVEN AND NO/100 Dollars ($ 72,711.00)

payable with interest at the rate of TEN AND ONE HALF per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 1030 W. HIGGINS ROAD-SUITE 201, HOFFMAN ESTATES, ILLINOIS 60195 , 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 SIX HUNDRED SIXTY FIVE AND 12/100 Dollars ($ 665.12) on FEBRUARY 1 , 19 89 , 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 JANUARY, 2019 .

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 wit:

SEE ATTACHED RIDER FOR COMPLETE LEGAL

BOX 334

07-31-105-020
COMMONLY KNOWN AS: 6840 VALLEY VIEW
HANOVER PARK, ILLINOIS 60103

88-600393

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.

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 one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

HUD-92116M(10-85 Edition)
24 CFR 203.17(a)

-4 (IL)

VMP MORTGAGE FORMS • (313) 293-8100 • (800) 521-7291

S 28 00 $ 14

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

88600393

[SEAL] X Syed Azhar Iqbal [SEAL]
SYED A. IQBAL

[SEAL] X Khurshid Fatima Iqbal [SEAL]
~~KHUISHAIL~~ FATIMA IQBAL
syed Khurshid
KHURSHID

[SEAL] [SEAL]

[SEAL] [SEAL]

88-600393

State of Illinois)
) ss:
County of Cook)

I, Syed Kathy Tauch a notary public, in and for the county and State aforesaid, Do Hereby Certify That SYED A. IQBAL A/K/A SYED AZHAR IQBAL and KHURSHID KHUISHAIL FATIMA IQBAL, his wife, personally known to me to be the same person whose name S ARE 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, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 16TH day DECEMBER, A.D. 19 88.

Kathy Tauch
Notary Public

Doc. No. Filed for Record in the Recorder's Office of
County, Illinois, on the day of A.D. 19
at o'clock m., and duly recorded in Book of page .

DEPT-01 $18.00
T#4444 TRAN 4516 12/30/88 10:07:00
#9502 # D *-88-600393
COOK COUNTY RECORDER

PREPARED BY:
CINDY MCGAGHEY
HOFFMAN ESTATES, IL 60195

RECORD AND RETURN TO:

PACE MORTGAGE CORPORATION
OF ILLINOIS
1030 W. HIGGINS ROAD-SUITE 201
HOFFMAN ESTATES, ILLINOIS 60195

ATTN: CINDY MCGAGHEY

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Parcel of 1

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other *than that for taxes or assessments* on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and *insurance premiums, when due,* and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper *preservation thereof,* and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this *mortgage* to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove *any tax, assessment,* or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, *so long as the Mortgagor shall,* in good faith, contest the same or the validity thereof by appropriate legal proceedings brought *in a court of competent jurisdiction,* which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or *forfeiture of the said* premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

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

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

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

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the *National Housing Act, an amount sufficient* to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage *insurance premium, in order to provide* such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the *National Housing* Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this *instrument* are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance *premium)* which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding *balance due on the note* computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus *the premiums* that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged *property, plus taxes and assessments* next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor *divided by the number of months* to elapse before one month prior to the date when such ground rents, premiums, taxes and *assessments will become delinquent,* such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the *Mortgagor each month* in a single payment to be aplied by the Mortgagee to the following items in the order set forth:

(I) premium *charges under the contract* of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage *insurance premium),* as the case may be;

(II) ground rents, if any, taxes, special assessments, *fire,* and other hazard insurance premiums;

(III) interest on the note secured hereby;

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

(V) late charges.

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

If the total of the payments made by the Mortgagor under subsection *(b) of the preceding paragraph* shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, *or insurance premiums,* as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on *subsequent payments* to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the *Mortgagor* under subsection *(b)* of the preceding paragraph shall not be sufficient to pay ground rents, taxes, 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 Mortgagee any *amount necessary to make* up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance *premiums shall be due. If at any time* the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, *full payment of the entire indebtedness* represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, *credit to the account* of the Mortgagor all payments made under the provisions of subsection *(a)* of the preceding paragraph which the Mortgagee *has not* become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection *(b)* of the preceding paragraph. If there shall be a default under any of the provisions *of this mortgage resulting* in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the *Mortgagee shall apply,* at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then *remaining in the* funds accumulated under subsection *(b)* of the preceding paragraph as a credit against the amount of principal then *remaining unpaid under* said note and shall properly adjust any payments which shall have been made under subsection *(a)* of the preceding *paragraph.*

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

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

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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 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 90 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 90 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 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 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 suits, 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; (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 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.

-SS-600393.

Parcel 1:
Unit No. 247 as delineated on survey of the Following described real estate (herein referred to as "Parcel"): That part of Lot 1 in Kenroy's Huntington, being a subdivision of part of the East 1/2 of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian which survey is attached as Exhibit "B" to Declaration of Condominium Ownership and of Easements Restrictions and Covenants for Condominiums of Huntington Commons Apartment Homes-Section No. 2 Condominium (herein called Declaration of Condominium) made by American National Bank and Trust Company of Chicago, a national Banking Association, not personally but solely as Trustee under Agreement dated July 1, 1973 and known as Trust Number 77838 recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 4, 1974 as Document No. 22924236, together with an undivided 1.0438 per cent interest in said Parcel (excepting from said Parcel all the units thereof as defined and set forth in said Declaration of Condominium and Survey) in Cook County, Illinois.

Parcel 2:
Easements appurtenant to and the benefit of Parcel 1 as set forth in Declaration of Covenants, Conditions, Restrictions and easements recorded October 2, 1973 as Document No. 22499659 and supplemental Declaration recorded as Document No. 22924236 and as created by Deed from American National Bank and Trust Company of Chicago, dated July 1, 1973 and known as Trust Number 77838 to Ralph W. Irwin and Ann B. Irwin, his wife, recorded March 4, 1975 as Document 23011681 from ingress and egress in Cook County, Illinois.

Parcel 3:
Easement appurtenant to and for the benefit of Parcel 1 as set forth in and created by Declaration of Easement dated February 11, 1973 and recorded and filed February 19, 1971 as Document No. 21401332 and as LR Document 2543467 made by LaSalle National Bank, National Banking Association, as Trustee under Trust Numbers 33425, 35280, 19237, and 28948 and by Easement Agreement and Grant dated August 23, 1971 and recorded August 24, 1971 as Document No. 21595957 and as amended by Amendment recorded March 7, 1972 as Document No. 21828994 made by LaSalle National Bank, National Banking Association, as Trustee under Trust Numbers 42301 for ingress and egress, all in Cook County, Illinois.

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FHA ASSUMPTION POLICY RIDER

5-38-00-245 [2] Lyss

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 16TH day of DECEMBER ,19 88 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to
PACE MORTGAGE CORPORATION OF ILLINOIS
(the "Mortgagee") and covering the property described in the Instrument and located at:

6840 VALLEY VIEW, HANOVER PARK, ILLINOIS 60103
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree as follows:

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 later than [X] 12 [ ] 24 months after the date on which the mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

X Syed Azhar Iqbal (Seal)
SYED A. IQBAL Mortgagor

X Khurshid Fatima Iqbal (Seal)
KHURSHID FATIMA IQBAL Mortgagor
Syed
KHURSHID

(Seal)
Mortgagor

(Seal)
Mortgagor

NOTE: If the property is not the principal or secondary residence of the Mortgagor, 24 months will be checked instead of 12 months.

(Space below this line for acknowledgement)

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SYED A. IQBAL
Mortgagor

Khurshid Fatima Iqbal (Seal)
KHUTSHATD FATIMA IQBAL / KHURSHID
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

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