UNOFFICIAL

State of Illinois

Mortgage

Loan # 900555-4

131: 533 5324 703B

This Indenture, Made this

22nd

day of

March

, 1988, between

CONSTANTIN NASUL, A Bachelor

88118962 , Mortgagor, and

HIDNEST FUNDING CORPORATION a corporation organized and existing under the laws of Mortgagee.

the State of Illinois

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 orneipal sum of One hundred two thousand four hundred fifty and NO/100 ----

"Dollars (\$

102.450.00

payable with interest at the rate of per centum (10.00000 Deer annum on the unvaid balance until paid, and made payable to the order of the Mortgagee at its DOINERS GROVE ILLINOIS office in at such other place as the holder may designed in writing, and delivered; the said principal and interest being payable in monthly installments of Eight hundred ninety-nine and 08/100 - - - - - x----- Dollars (\$ 01, 19 88 , and a like sun 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 April 20 - 18

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:

LOW 30 AND THE VACATED SOUTHERLY S FEET OF THE PORTION OF THE PUBLIC ALLEY LYING POPULERLY OF AID ADJOINING THE MORTHERLY LINE OF LOT 30 IN ADDITION TOR PARK ACRES SUBDIVISION BEING A SUBDIVISION OF BUCCK 7 (EXCEPT THE SOUTH 200 FEET OF THE EAST 1/2 AND EXCEPT THE SOUTH 100 FEET OF THE VEST 1/2 OF SAID BLOCK 7) IN CHICAGO TITLE AND TRUST COMPANY'S THIRD ADDITION TO SUMMIT, BEING A SUPPLIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLIPOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREMITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUFFICIENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

H G p Item # 18-12-402-040 91-4

Also known as 5206 SOUTH 73RD COURT, SUMMIT

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 Mortgagot 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 sufficien: 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.

(IL) 4 (IL)

DOWNERS GROVE, ILLINOIS 60515 1020 31ST STRENT, SUITE 403

m., and duly recorded in Book of	o,cjock
County, Illinois, on the	
Filed for Record in the Recorder's Office of	oc. No.
angus Amigus	
4-18-410	
Marchial Seal this Control day their Seal this Seal this Colin	Clyen under my hand a
46	_
IN That CONSTANT IN MASUL, A Bachelor , his wife, personally known i	forceaid, Do Hereby Certification whose name IS
IN That CONSTANTING THE NASUL, A Bachelor , his wife, personally known a subscribed to the foregoing instrument, appeared before me this day in persecuted, and delivered the said in triument as HIS free and voluntary act for the said delivered the said in triument as HIS free and voluntary act for the said delivered the said in triument as	nd ill? signed, s erson whose name IS erson whose name
IN That COMSTANTIAL MASUL, A Bachelor , his wife, personally known is subscribed to the foregoing instrument, appeared before methis day in persecuted, and delivered the said instrument as HIS free and voluntary act for the said delivered the said instrument as	ounty of () O. C.
SIGNED s notary public, in and for subscribed to the foregoing instrument, appeared before me this day in personally known is subscribed the sale instrument, appeared before me this day in personally known is subscribed the sale instrument as HIS street and voluntary act for the sale instrument as HIS street and voluntary act and the sale instrument as HIS street and the sale instrument as HIS street and the sale instrument as HIS street and the sale instrument as the sale instrument as HIS street and the sale instrument as HIS	ounty of () O. C.
SEAL) (SEAL)	ounty of () O. C.
(SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SIGNIED (SEAL) (SIGNIED (SEAL) (SEAL) (SEAL) (SIGNIED (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SIGNIED (SIGNI	owary of () of the land of the

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 fereclosure 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 may 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 Mortgager to the Mortgager and shall be paid forthwith to the Mortgage to be applied by it maccount of the independences 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 SIRUY 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 SIRUY 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 er 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 stell 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 atlowed 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 infecest on such advances at the rate set forth in the note secured onethy, 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 the (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 executions or delivery of such release or satisfaction by Mortgagee.

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.

of this paragraph and all payments to be made under the note enotioned in the two preceding subsections is the preceding subsections

shedial assessments; and

Mortgagee 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 whee such ground rents, premiums, taxes therefor divided by the number of months to elapse before one they (all as estimated by the Mortgagee) less all sums already paid oath bins 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 Si for A sum equal to the ground rents, if any, next due, plus

A CONTROL OF THE PROPERTY OF T NAMES AND SECOND

EURIGORIA CARIORIA CARROLIA EN ESTADA DE CARROLIA EN ESTADA ENTADA EN ESTADA EN ENTADA EN ESTADA EN ESTADA EN ESTADA EN ESTADA EN ESTADA EN ESTADA ZOCE DY MERCHANDRA NO CONTROLLA DE CONTROLLA

they of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgagee on the of principal and interest payable under the terms of its rose

that, together with, and in addition to, the monthly payments

cause our metallinent due date,

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

ismollot

And the said Mortgagor further coverants and agrees as

premises or any part thereof to ratisfy the same ment, or lien so contested and the sale or forfeiture of the said which shall operate to present the collection of the tax, assesslegal procredings brought in a court of competent jurisdiction.

faith, contest the 'ac's, or the validity thereof by appropriate ments situated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon 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 raid by the Mortgagor. proceeds of the sale of the mortgaged premises, if not otherwise

tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and 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

sion for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance provithe 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 Mortgages against loss by fire and erected on the morigaged property, insured as may be required That he will keep the improvements now existing or heresfler

become due for the use of the premises hereinshove described. the rents, issues, and profits now due or which may hereafter storessid the Mortgagor does hereby assign to the Mortgagee all esembatdabni adi to mamyaq adi noi yiinasa kanditibba sa bah

N/92/COURSED DESCRIPTION OF THE PROPERTY OF TH biss room bisgau guinismen nedt frejoning to muoms eitr tenisgs under subsection of the preceding paragraph as a credit acquired, the balance then remaining in the tunds accumulated ment of such proceedings or at the time 14:2 property is otherwise default, the Mortgagee shall apply, at the time of the commencehereby, or if the Mortgagee acquires the property otherwise after betavoo seeimeng off to slat oil lice a ni guilluser egagrum sint to If there shall be a sefault under any of the provisions XINDUCASQUARDS paragraph of the property of th the Mortgagor of payments made under the previsions of subsecputing the amount of such indebtedness, credit to the account of debtedness represented thereby, the Morrgagee shall, in comof the not secured hereby, full payment of the entire inshall isoder to the Mortgagee, in accordance with the provisions issurance premiums shall be due. If at any time the Mortgagor dete when payment of such ground rents, taxes, assessments, or amount necessary to make up the deliciency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance unsortion state for the paragraph shall not be sufficient however, the monthly payments made by the Mortgagor under made by the Mortgagor, or refunded to the Mortgagor. It. of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgagee for subsection moust the preceding paragraph shall exceed the If the togal of the payments made by the Mortgagor under

expense involved in handing delinquent payments. ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (\$1) for each pay-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 Mortgagete may collect a "fale charge" in this mortgage. The Mortgagete may collect a "fale charge" and the race of the fact of the race for the fact of the race of t

III amortization of the principal of the said note; and II OTT interest on the note secured hereby:

other hazard insurance premiums;

I (stonug xente) if any, taxes, special assessments, fire, and

the order set forth:

payment to be apped by the Mortgrages to the following items in thereof shall be paid by the Mortgagot each month in a single secured hereby shall be added together and the aggregate amount

LOAN#	900555-4							
CASE#	131:	533	5324	7 03B				

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgage 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 ourchaser whose credit has not been approved in accordance with the requirements of the Commissioner, I if the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months."

must be substit	पुरंख्क for "12 month	s."]	N.		
Mela	in court	restru Mosseus		March 22, 1988	
Borrower Cof.	ISTATECT: PASUI				Date
Borrower	C),r_			Date
Borrower		0		,	Date
Borrower		TC		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Date
ANTALISM STATE OF THE STATE OF				<u>- 1564 - 15 - 15 - 156</u>	
State of	Τι		17/2		:61 00 161 00 01 1±1 5 8 − 1 11 € 5 15,0065£
County of	Craic		SS.	Ś	
	ed, a notary public CMTH NASHI, A F	in and for the said Co. Pachelor	unty, in the Stal	te aforesaid, DO HE	REBY CERTIFY
	own to me to be the s	same personwhose	e name subs	scribed to the foreg	oing instrument,
		son, and acknowledge			
		free and voluntar			
		seal, this 22 day		Harek	. 19 <u>88</u>
			Anti	U NS	<u></u>
		-	····	Notary Public)
				4-12-90	9
		-	C	Commission Expire	s

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

88118962

ド部

Rev. 03.88

Property of Cook County Clark's Office

88118962