# UNOFFICIAL POPULATION OF THE PROPERTY OF THE P

#### State of Illinois

## Mortgage

Loan # 900559-6

FHA Cass No.:

131:5344542-703

W/

0-21424m

First American Title Order #

This Indenture, Made this

21st

day of

March

19 88 between

RANDALL E. DUST and JANINE A. DUST, His Wife

, Mortgagor, and

MIDWEST 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 principal sum of Fifty-six thousand nine hundred fifty and NO/100 - - - - - - - - - - 56.950.00

payable with interest at the rate of Nine and one half per centum ( 9.50000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DOWNERS GROVE , ILLINOIS , or at such other place as the holder may c'esignate in writing, and delivered; the said principal and interest being payable in monthly installments of Four hundred seventy-eight and 87/100 - - - - - - - - Dollars (\$ 478.87 ) on May 01, 1988 , and a like sum on the first day of each and every month thereafter until the note is fully paid.

on May 01, 1988, 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 in erest, if not sooner paid, shall be due and payable on the first day of April 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 Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

LOT 6 IN BLOCK 9 IN MIDLOTHIAN PARK, A SUBDIVICTION OF BLOCK 1 TO 4, 13 TO 20 AND 29 TO 32 IN THE FIRST ADDITION TO MIDLOTHIAN CAPLINS IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 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 # 28-10-108-030 ⊂ BO &

Also known as 14430 KEATING AVENUE, MIDIOTHIAN
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 Morigagor 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, (i) 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.

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BREDARED BY: KIM LANGHANS	SNV	$\triangleright$	
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o, cjock	m., and duly recorded in Book	NA COMPLICATION EXPLINES 10/52/89	o <b>bes</b> c
	County, fillinois, on th	SIOSTITI TO STATE TO THE STATE OF	61 .Q.A }
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nac microst with pietre file sapile marks	arial Scal this 21,35	ды мэтср	88 (1.00)
Given under my hand and Notatial Sea	sidt lee? iaire	nep nep	88 <sup>61</sup> , <b>G.A</b> , , , ,
resaid, Do Hereby Certify That RANDA! JANINE A. DUST, His Wife son whose name S ARE	RANDALL E. DUST VLTE subscribed to instrument as THEII and delivered the stild instrument, a	, his wife, personally known to appeared before me this day in perso	wn to me to be the sem
SON Whose name S ARE SU	VLTE subscribed to the foregoing instrument, a	appeared before me this day in perso	wn to me to be the sem
usty of (OO) (1)  1, THE UNDERSTGNED  2, THE UNDERSTGNED  1, THE U	VLTE subscribed to the foregoing instrument, a	, his wife, personally known to appeared before me this day in perso	wn to me to be the sem
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usty of (OO) (1)  1, THE UNDERSTGNED  2, THE UNDERSTGNED  1, THE U	[SEAL]  [SEAL]  [SEAL]  ALE  Subscribed to the foregoing instrument, the subscribed to the foregoing instrument, the subscribed to the sub	, his wife, personally known to appeared before me this day in perso	SEA:  Tor the county and Statement to me to be the same Special and Statement to be the same series and schooledge.

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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 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 U premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same of the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to preven the collection of the tax, assessment, or lien so contested and the side or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further coverlants and agrees as follows:

That privilege is reserved to pay the debt in who'e, or in part, on any installment due date.

of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on they first day of each month until the said note is fully paid, the following sums:

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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

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:

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ground rents, if any, taxes, special assessments, fire, and ground rents, if any, taxes other hazard insurance premiums;

TI WHX interest on the note secured hereby; amortization of the principal of the said note; and 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 bsection by 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 That, together with, and in addition to, the monthly pryments besettionable of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance Opremiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any am junt 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 eccured 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 day Nonesway the work marageaph. If there shall be a defeult 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

> 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.

> against the amount of principal then remaining unpaid under said

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under subsection of the preceding paragraph as a credit

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.

plural the singular, and the masculine gender shall include the Wherever used, the singular number shall include the plural, the ministrators, successors, and assigns of the parties hereto. and advantages shall inure, to the respective heirs, executors, ad-The covenants herein contained shall bind, and the benefits

any manner, the original liability of the Mortgagor. cessor in interest of the Mortgagor shall operate to release, in of the debt hereby secured given by the Mortgagee to any suc-It is expressly agreed that no extension of the time for payment

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nd there shall be included in any decree force forceoling this mortgage.

nd there shall be included in any decree force.

c and be paid out of the proceeds of any sale managed and conveyance, including attorneys, solice.

Ivertising, sale, and conveyance, including attorneys, solice.

In renographers' fees, outlays for documentary acidence and advanced by the Mortgage, if any, for the purpose authorized in the motegage, with interest on such advances at the rate set forth of advances at the rate set forth of a secured hereby, from the time such advances at a set forth of the note secured hereby, from the time such advances at a set forth of the note secured hereby, from the time such advances at a set forth of the note secured hereby, from the imanners are being.

The motegage in the money records of sale, if any, if to in Mortgagot.

Sali the sale in the manner of the time and in the manner of th

by reason of this mortgage, its costs and expenses, and the proceeding, wherein the Mortgagee shall be made a party thereto pose of such foreclosure; and in case of any other suit, or legal evidence and the cost of a complete abstract of title for the purant in such proceeding, and also for all outlays for documentary for the solicitor's fees, and stenographers' fees of the complainin any court of law or equity, a reasonable sum shall be allowed And in case of foreclosure of this mortgage by said Mortgagee

out the provisions of this paragraph. expend itself such amounts as are reasonably necessary to carry premises hereinabove described; and employ other persons and collect and receive the rents, issues, and profits for the use of the beyond any period of redemption, as are approved by the court; gagor or others upon such terms and conditions, either within or quired by the Mortgagee; lease the said premises to the Mortmaintain such insurance in such amounts as shall have been reassessments as may be due on the said premises; pay for and said premises in good repair; pay such current or back taxes and mortgage, the said Mortgagee, in its discretion, may: keep the an action is pending to foreclose this mortgage or a subsequent the above described premises under un order of a court in which Whenever the said Mortgugee shall be placed in possession of

tion and preservation of the property. costs, taxes, insurance, and other items necessary for the proteccollected may be applied toward the payment of the indebtedness, period of redemption, and such rents, issues, and profits when and, in case of sale and a deficiency, during the full statutory the said premises during the pendency of such foreclosure suit Mortgagee with power to collect the rents, issues, and profits of sion of the premises, or appoint a receiver for the benefit of the as a homestead, enter an order placing the Mortgagee in possesshall then be occupied by the owner of the equity of redemption, without regard to the value of said premises or whether the same an order to place Mortgagee in possession of the premises, and time of such applications for appointment of a receiver, or for liable for the payment of the indebtedness secured hereby, at the regard to the solvency or insolvency of the person or persons gagor, or any party claiming under said Mortgagor, and without either before or after sale, and without notice to the said Mortthe court in which such bill is filed may at any time thereafter, this mortgage, and upon the filing of any bill for that purpose, due, the Mortgagee shall have the right immediately to foreclose And in the event that the whole of said debt is declared to be

without notice, become immediately due and payable. whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, of any other covenant or agreement herein stipulated, then the thirty (30) days after the due date thereof, or in case of a breach vided for herein and in the note secured hereby for a period of In the event of default in making any monthly payment pro-

hereby immediately due and payable. holder of the note may, at its option, declare all sums secured conclusive proof of such ineligibility), the Mortgagee or the declining to insure said note and this mortgage, being deemed days' time from the date of this morgage, Kaxts at 101 Secretary of Housing and Urban Development dated subsequent Housing and Urban Development or authorized agent of the hereof) written statement of any officer of the Department of National Housing Act within SIXLY uays from the date the note secured hereby not be eligible for it sura ice under the The Mortgagor further agrees that should this mortgage and

indebtedness secured hereby, whether the or not. forthwith to the Mortgagee to be applied by it on account of the assigned by the Mortgagor to the Mortgagee and shall be paid gage, and the Mote secured he eby remaining unpaid, are hereby the extent of the full amount of indebtedness upon this Mortdamages, proceeds, end the consideration for such acquisition, to any power of eminent domain, or acquired for a public use, the That if the premises or any part thereof, be condemned under

force shall pass to the purchaser or grantee. terest of the Mortgagor in and to any insurance policies then in ment of the indebtedness secured hereby, all right, title and inor other transfer of title to the mortgaged property in extinguishthe property damaged. In event of foreclosure of this mortgage the indebtedness hereby secured or to the restoration or repair of applied by the Mortgagee at its option either to the reduction of jointly, and the insurance proceeds, or any part thereof, may be the Mortgagee instead of to the Mortgagor and the Mortgagee authorized and directed to make payment for such loss directly to Mortgagor, and each insurance company concerned is hereby gagee, who may make proof of loss if not made promptly by strond and of itam ve being also homed are notice by mail to the Mortfavor of and in form acceptable to the Morigagee. In event of the Mortgage and have attached thereto loss payable clauses in Mortgagee and the policies and renewals thereof shall be held by All insurance shall be carried in companies approved by the

CASE# 131:5344542-703

### 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 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."]

Randall & Day	March 21, 1988
Borrower RANDALL E. DUST	Date
Danine a Dust	March 21, 1988
Borrower JAMINE A. DUST	Date
Borrower	Date
Borrower	Date
	DEPT-01 \$15.25
State of	193333   KAH 3805 83/22/38 141581(0 1 97813H C # 88-118086 500K CHIMTE RECORDER
County of	
I, the undersigned, a notary public in and for the said County, in that RANDALL F. DUST and JANINE A. DUST. His Wife	
personnally known to me to be the same person _S_whose name .	
appeared before me this day in person, and acknowledged that	
	or the uses and purposes herein set forth.
Given under my hand and official seal, this 2/stday of	March 19 00 00
	Courses Judel
"OFFICIAL SEAL"	Notary Public
MAUREEN YANDEL	10-11-89
MOTARY PUBLIC, STATE OF ILLINOIS HY COMMISSION EXPIRES 10/22/89	Commission Expires

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

KK 021-P

-88-118086

Rev. 03/88

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