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State of Illinois

Mortgage

Form Case No
131:5459134-703

This Indenture, made this 30TH day of JULY 1988 between

ROBERTO CALDERON, MARRIED TO ANGELICA CALDERON, AND CARMEN M. DAVILA, MORTGAGOR, AND
DIVORCED AND NOT SINCE REMARRIED.

HERITAGE MORTGAGE COMPANY
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 FIFTY SIX THOUSAND ONE HUNDRED AND NO/100 Dollars \$ 56,100.00

payable with interest at the rate of ELEVEN per centum 11.00 % per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO, 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 FIVE HUNDRED THIRTY-FOUR AND 25/100 Dollars \$ 534.25

on SEPTEMBER 1 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 interest, if not sooner paid, shall be due and payable on the first day of AUGUST

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 Warranty 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:

LOT 23 IN BLOCK 14 IN LYFORD'S SUBDIVISION OF BLOCKS 13 AND 14 IN O'BRIEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE 5 ACRES IN THE SOUTHEAST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

PTIN: 13-34-313-018 VOL. 370

PROPERTY ADDRESS: 1715 N. KEATING AVE.
CHICAGO, ILLINOIS 60639

THIS INSTRUMENT PREPARED BY: HERITAGE MORTGAGE COMPANY
1000 EAST 111TH STREET
CHICAGO, ILLINOIS 60628
JOHN R. STANISH, PRESIDENT

RETURN TO: HERITAGE MORTGAGE COMPANY
1000 EAST 111TH STREET
CHICAGO, ILLINOIS 60628
JOHN R. STANISH, PRESIDENT

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 (d)) in accordance with the regulations for those programs.

HMC# 15-02532

Page 1 of 4

HUD-92116M.1 (8-85 Edition)
24 CFR 203.17(a)

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60-11 RW 6- CIV 8881

Property of Cook County Clerk's Office

at o'clock m., and duly recorded in Book of County, Illinois, on the day of A.D. 19

Doc. No. Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 1988. Notary Public M. G. KAUFMAN My Commission Expires July 8, 1990

THE UNDERSIGNED a notary public, in and for the county and State of Illinois County of COOK

and CARMEN M. DAVILA, DIVORCED & NOT SINCE REMARRIED, personally known to me to be the same person whose names ARE 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.

Witness the hand and seal of the Mortgagor, the day and year first written. ROBERTO CALDERON GARMEN M. DAVILA

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 60 days from the date hereof (written statement of any official of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated 60 days subsequent to the time from the date of this mortgage declining to insure said title 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 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 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 in 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 a term 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 heretofore 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 stenographer's fees of the complainant in such proceedings, and also for a full abstract of documentary evidence and the cost of a complete abstract of title in the purpose of such foreclosure and, in case of any other suit or legal proceeding, where in the Mortgagee shall be made a party thereof, by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys-in-suitors of the Mortgagee, as 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, all the costs of such suit or proceeding, advertising, sale and conveyance, including attorneys' fees, stenographer's fees, and all the costs of documentary evidence and cost of said abstract and examination of title, and 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, and all the accrued interest remaining unpaid on the indebtedness hereby secured, and 4% of the said principal moneys remaining unpaid. The proceeds of the proceeds of the sale of any such title shall then be paid to the Mortgagee.

If the Mortgagor shall pass out of the state and in the manner aforesaid and shall die, the same with and to the benefit of all the covenants and agreements herein contained, such covenant shall be null and void and Mortgagee shall within ninety (90) days after written demand thereof by Mortgagee execute a release or satisfaction of this mortgage, and Mortgagee 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 a successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagee.

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.

MS 357128

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 and will pay promptly, when due, any premiums on such insurance provision for pay- ment of which has not been made heretofore. 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee 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.

And the said Mortgagee further covenants and agrees as follows: That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums: (a) 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 assess-

ments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(b) All payments mentioned in the preceding subsection 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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

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

(ii) interest on the note secured hereby;

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

(iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the 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 (51¢) 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 Mortgagee under subsection (a) 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 Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) 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 Mortgagee 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 Mortgagee 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 Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) 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 the completion of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

It is expressly provided, however, that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee shall, in good faith, consented and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt, in whole or in part on any installment due date.

And the said Mortgagee further covenants and agrees as follows: That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums: (a) 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 assess-

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CASE # 131:545-134-703

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 not later than 12 months after the date of execution of this mortgage or not later than 12 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirement of the Commissioner.

- 1) Roberto Calderon JULY 30, 1988
BORROWER ROBERTO CALDERON DATE
- 2) Carmen M. Davila JULY 30, 1988
BORROWER CARMEN M. DAVILA DATE
- 3) / _____ DATE
- 4) _____ DATE

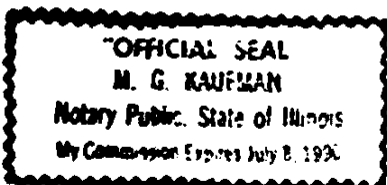
STATE OF ILLINOIS

COUNTY OF COOK

SS.

I, THE UNDERSIGNED _____ a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERTO CALDERON, MARRIED TO ANGELICA CARMEN M. DAVILA, DIVORCED & NOT SINCE REMARRIED personally known to me to be the same CALDERON & DAVILA, whose names ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he I 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 29th day of JULY, 1988.



[Signature]
Notary Public,

Commission Expires _____

This instrument was prepared by HERITAGE MORTGAGE COMPANY

NAME

1000 EAST 111TH STREET, CHICAGO, ILLINOIS 60628

ADDRESS

88355148