| This   | Indenture, | Made   | thic  |
|--------|------------|--------|-------|
| W STIS | Innentate' | 171000 | 11112 |

18th ..

day of September. 1989, between

Michael Torres and Barbara Torres, phis wife and

Dennis M. Popp, (August Popp, Guardian) ----

Mortgagor, and

Crown Mortgage Co. ----a corporation organized and existing under the laws of

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 Sixty Nine Thousand and No/100ths-----

69,000.00}--

payable with interest at the rate of Ten per centum (10.00--- %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Oak Lawn, Illinois 60453 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 ix Hundred vive and 52/100ths----- Dollars (\$ 605.52--- )

on the first day of November 12 19.89, and a like sum of 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

October 1

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:

LOT 34 (EXCEPT THE NORTH 32.5 FEET THERFOF) IN THIRD RIVERSIDE ADDITION, BEING A SUBDIVISION OF THE EAST 1078.1 FEET (EXCEPT THE EAST 231 FEET THEREOF) OF THE SOUTH 1/2 OF THE NOPTH WEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RNAGE 12 EAST OF THE THIRD PAINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERM TAX NO: 18-01-108-006-0000 Volume 73

4105 Elm, Lyons, Illinois 60534

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 pliwer, 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 istate, 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 Martgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

This form is used in connection with mortgages indured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

Previous Editions Obsolete

Page 1 of 4

HUD-92118M(10-85 Edition) 24 CFR 203.17(a)

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ments situated thereon, so long as the Mortgagor shall, in gunth premises described herein or any part thereof or the impusseor remove any lax, assessment, or tax lien upon or againstithe shall not be required nor shall it have the right to pay, disahargo:

paid by the Mortgagor. proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid our air any moneys so paid or expended shall become so much addiil may deem necessary for the proper preservation thereaff, and such repairs to the property herein mortgaged as in its distaining assessments, and insurance premiums, when due, and mag implu said premises in good repair, the Mortgagee may pay such turku. than that for taxes or assessments on said premises, or to lempauch payments, or to satisfy any prior lien or incumbrance custum

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mortgage to the contrary notwithstanding), that the Mortgague. it is expressly provided, however (all other provisions of this.

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Mortgagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held ibsmonth prior to the date when such ground rents, premiums, tusses.

of live and other hazard insurance covering the mortgaged prop-

the premiums that will next become due and payable on polities

(b) A sum equal to the ground rents, if any, next due, pur-

balance due on the note computed without taking into account

(1/12) of one-half (1/2) per centum of the average outstanding

ment are held by the Secretary of Housing and Urban Develip-

ing and Urban Development pursuant to the National Housing

hands of the holder one (1) month prior to its due date the an

tional Housing Act, an amount sufficient to accumulate in alw

ment are insured or are reinsured under the provisions of the later

(1) If and so long as said note of even date and this insum.

by the Secretary of Housing and Urban Development, as falluway,

charge (in lieu of a mortgage insurance premium) if they any hallt ment and the note secured hereby are insured, or a monthly

funds to pay the next mortgage insurance premium if this limita-

(a) An aniount sufficient to provide the holder hereof wiftly

secured hereby, the Mortgagor will pay to the Mortgase smillin.

That, together with, and in addition to, the monthly pouncing.

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

first day of each month until the said note is fully paid, itu

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And the said Mortgagor further covenants and agrees as

ment, or lien so concern and the sale or forfeiture of the said! which shall operate to mevent the collection of the tax, assussilegal proceeding from the court of competent jurisdings. staith; contest the same or the validity thereof by approprints:

premises or any part the cofto satisfy the same.

holder with funds to pay such premium to the Secretary of Houn-

(II) If and so long as said note of even date and this ingrau-

premium) which shall be in an amount equal to one-twelfth

Act, as amended, and applicable Regulations thereunder; or

nual mortgage insurance premium, in order to provide such

ment, a monthly charge (in lieu of a mortgage insurance

delinquencies or prepayments;

collowing sums:

:swollo)

on any installment due date.

of this paragraph and all payments to be made under the note (c) All payments mentioned in the two preceding subsections

## UNOFFICIAL COPY

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 p, or of eminent domain, or acquired for a public use, the damages, proceeds, and the consucration for such acquisition, to the extent of the full amount of inactive dness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgager and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or  $n \in \mathbb{N}$ .

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Flousing Act within NINETY DAYSdays from the date hereof) written statement of any officer of the Department of the Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the TINETY DAYSdays' 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,

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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 Mortgager 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, adverting, 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 Margagee, 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 purest remaining unitaid on the indebtedness hereby secured; (3) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgager.

If Mortgagor shall pay said note at the fine and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then role 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.

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|   | tece and voluntary act for the uses and purposes   | the said instrument     | signed, sealed, and delivere   | 1843         |
|   | instrument, appeared before me this day in person and acknowledged   | cribed to the foregoing | Section 1 to a great west of the substitute of t | end Care     |
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|   | South a notary public, in and for the county and State   | -1-0_                   |  | n_'1         |
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|   | Barbara Torres, his wife   | •                       | Lichael Torres , .   | Ä            |
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|   |  |                         | 1/1/1  | JU .         |
|   | get written.   | r, the day and year fin | the hand and seal of the Mortgago  | Witness      |
|   |  |                         |  |              |

## **UNOFFICIAL COPY**

|         | Attached   | to a    | nd made  | a part | of the  | РИЛ МО | rtgage | dated _ | Sept   | ember 18 | 19      | 89  | ′      |
|---------|------------|---------|----------|--------|---------|--------|--------|---------|--------|----------|---------|-----|--------|
|         | between    | Crown   | Mortgag  | e Co., | mortgag | ee and | Michae | l Torre | s and  | Barbara  | Torres, | his | _wife, |
| and Den | nis M. Por | op. (A) | ugust Po | pp, Gu | ardian) |        |        | as      | s mort | gagor    |         |     |        |

The mortgages 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 act later than 12 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. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

Michael Torres

Barbara Torres, his wife

Revised:

opp as Guardian of the Estate of Dennie m Popp to 1 Case 58 P 166

Dennis M. Popp, (August Popp, Guardian)

BAK COUNTY, ILLINOIS

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March 4, 1989