

89-528629

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HUD-9218M.1 (85 Edition)  
24 CFR 203.17(a)  
F2072.C1 (11/85) P(10/85) U(9/21/85)

042317-7

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EB

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits there-  
of, 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 (i)) in accordance with the regulations for those programs.

ATTACHED HERETO IS THE FHA ASSURANCE POLICY RIDER

Tax # 13-34-221-008 Vol. 370

ALSO KNOWN AS:  
2154 North Kedvale Avenue Chicago, Illinois 60639

COOK COUNTY REGISTER

Lot 9, in Delamater's Resubdivision of Lots 1 to 11  
inclusive in Block 2 in the Subdivision of the West 1/2  
of the Southeast 1/4 of the Northeast 1/4 of Section 34,  
Township 40 North, Range 13, East of the Third Principal  
Meridian, in Cook County, Illinois.

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 situated, lying, and being in the county of and the State of Illinois, to wit:

Five Hundred Twenty Three and 24/100  
(\$ 523,231) on December 1, 1989, 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 November 1, 2019.  
such other place as the holder may designate in writing, and delivered: the said principal and interest being payable in monthly installments of  
13909 E. HARVARD AVE., #310 AURORA, COLORADO 80014  
or at  
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  
placable with interest at the rate of Ten and 500/1000  
per centum 57,201.00 Dollars (\$)

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing  
date herewith, in the principal sum of Fifty Seven Thousand Two Hundred One and 00/100  
Dollars (\$ 57,201.00)

PLATTE VALLEY MORTGAGE CORPORATION  
a corporation organized and existing under the laws of The State of Nebraska  
Mortgagee.  
and Awilda Babilonia, in Joint Tenancy  
Mortgagor, and

THIS INDENTURE, made this 26th day of October 1989, between Edward Bablonia

FHA Case No. 131-5920716-703 203B

MORTGAGE

89528629

State of Illinois

Order #

C-31484

Handwritten signature

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*Handwritten initials and signature*

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 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. If the Mortgagee shall give immediate notice by mail to the Mortgagee, who may make proof

AND AS ADDITIONAL SECURITY for the payment of the indebtedness secured by this mortgage, the Mortgagee shall have the right to assign to the Mortgagee all its rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinafter described.

AND THE REMAINING UNPAID UNDER SAID NOTE principal then remaining unpaid under said note (a) of the preceding paragraph as a credit against the amount of balance then remaining in the funds accumulated under subsection proceedings or at the time the property is otherwise acquired, the Mortgagee shall apply, at the time of the commencement of such Mortgagee acquires the property otherwise after default, the resulting in a public sale of the premises covered hereby, or if there shall be a default under any of the provisions of this mortgage under the provisions of subsection (a) of the preceding paragraph. If computing the amount of such indebtedness, credit to the account of the Mortgagee any balance remaining in the funds accumulated with the provisions of the note secured hereby, full payment of the any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the deficiency, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, when the same shall become due and payable, as the case may be, taxes, and assessments, or insurance premiums, and may make preceding paragraph shall not be sufficient to pay ground rent, payments made by the Mortgagee under subsection (a) of the Mortgagee, or refunded to the Mortgagee. If, however, the monthly shall be credited on subsequent payments to be made by the Mortgagee, or if the loan is current, at the option of the Mortgagee, such excess, if the loan is current, as the case may be, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount of 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, in handling delinquent payments.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee 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 (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(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

(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 the Mortgagee, and shall be applied to the following items in the order set forth:

(a) A sum equal to the ground rents, if any, next due, plus the 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

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:

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 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

It is expressly provided, however (a) 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 lien, or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee 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.

In case of the total or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on the 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 hereby 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 Mortgagee.

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 situated, upon the Mortgagee 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.

AND SAID MORTGAGEE 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 situated, upon the Mortgagee 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.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, unto the said Mortgagee, his 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 to said Mortgagee does hereby expressly release and waive.

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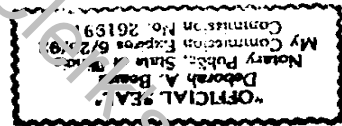
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Property of Cook County

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



*Deborah A. Baur*  
Notary Public

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ 26th day of \_\_\_\_\_ October \_\_\_\_\_ A.D. 1989

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead, me this day in person and acknowledged that \_\_\_\_\_ they signed, sealed, and delivered the said instrument as \_\_\_\_\_ their \_\_\_\_\_ subscribed to the foregoing instrument, appeared before \_\_\_\_\_ are \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_

Tenancy \_\_\_\_\_ county and State aforesaid, DO HEREBY CERTIFY THAT Edward Bablonia and Awilda Bablonia, in joint \_\_\_\_\_ a notary public, in and for the \_\_\_\_\_

State of Illinois }  
County of Cook }  
ss. \_\_\_\_\_

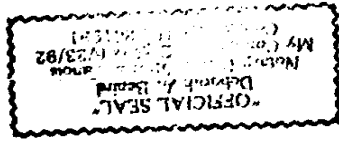
\_\_\_\_\_  
[Seal] Edward Bablonia  
\_\_\_\_\_  
[Seal] Awilda Bablonia  
\_\_\_\_\_  
[Seal] \_\_\_\_\_

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

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ILL 141

State of Illinois, County of Cook  
 Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward Bablonis 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 he signed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of October 1989

Commission Expires 02/23/92

DEBORAH A. DELEON  
 NOTARY PUBLIC

FHA 41 (08/89) P

(Space below this line for acknowledgment)

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

89528629

Mortgagor (Seal) \_\_\_\_\_ Mortgagor (Sign Original Only)

Mortgagor Edward Bablonis (Seal) \_\_\_\_\_  
 Mortgagor Awilda Bablonis (Seal) \_\_\_\_\_

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

The Mortgagor 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 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.

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

2154 North Kedzie Avenue Chicago Illinois 60639  
 (Property Address)

in the instrument and located at: \_\_\_\_\_  
 (the "Mortgage"), and covering the property described

PLATTE VALLEY MORTGAGE CORPORATION

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

This Assumption Policy Rider is made this 26th day of October, 1989, and is incorporated

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.

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