10 Minuting and in the control of th

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

131-5589586-703

THIS INDENTURE, Made this

30th

day of December

, 1988, between

Jozef P. Gierut and Margaret S. Gierut, His Wife

, Mortgagor, and

Lake Mortgage Company, Inc.

a corporation organized and existing under the laws of the State of Indiana Mortgagee.

NOW, THEREFORE, the haid 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 86 IN PASQUINELLI'S WILLOWLANE SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1000 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NOR RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO.: 28-31-410-012

18218 South 66th Avenue Tinley Park, Illinois 60477

Prepared by: Peter S. Briggs Merrillville, Indiana Recold and return to: Lake Moltgage Company, Inc. 4000 West 1.1 coln Highway Merrillville, Indiana 46410-4371

TOGETHER with all and singular the tenements, hereditaments and expeutenances 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 fixturer in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, time, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances ard 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 Miro, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees: SEE RIDER FOURTH PAGE

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

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 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 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 premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validly 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.

This instrument is for use in the home mortgage insurance progerms under sections 203 (b), 203 (i), 203 (n) and 248. (Reference Mortgagee Letter 83-21) (9/83)

STATE OF ILLINOIS HUD-92116M (5-80) Revised (10/83)

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REQUIREMENTS OF THE COMMISSIONER. PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE WONTHS AFTER THE DATE ON WHICH THE MORTGAGE IS ENDORSED FOR INSURANCE, TO A 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 BE IMMEDIATELY DUE AND PAYABLE IF ALL OR A PART OF THE PROPERTY IS SOLD OR COMMISSIONER, OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING

UNOFFICIAL CORY

AND the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in анкимисинорующих хохинском простистения , we see which subjected a principle of the property of the*ж*өлкикак*кең*икикарудук кийи ккик калытык калыты калыты жатык кайыкка бүчкөн кырк кырк кыйык кыйык калыты жапы

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

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 stready 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 social assessments. sessments will become definquent, such sums to be need by mortgages in trust to pay and ground tenta, promising, taxes and special assessments; and 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 Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth;

(1) ground rents, it any, taxes, special assessments, fire, and other hazard insurance premiums;
(11) interest on the note secured hereby; and
(111) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the dur 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 (44) 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 subsection (a) of the preceding paragraph shall exceed the amount of the paymorts 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 area by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under succession (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 Mortgagor shall pay to the Mortgage, 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 Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Morte ge shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection(a) of the preceding paragraph. If there shall be a descent under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the fortragee 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 under subsection (a) of the preceeding paragraph as a credit against the amount of principal then remaining unpaid under said note.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profits row due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or bereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee right 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 paymert of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgage, 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 half 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 cortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repart 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 determin, 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 4 months _ 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 4 months time from the date of this Housing and Urban Development dated subsequent to the 4 months 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. 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 at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, 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.

HOD-92116M (5:80)

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9g e q	Jo	m., and duly recorded in Book	at o'clock
61 .G.A	lo yab	County, Illinois, on the	
2119md frozen 68-8		Filed for Record in the Recorder's Offi	ос. ио.
· 88 61 .0 . A. D. 19 88.	nssed to	Noterial Seal this 30 th day	GIVEN under my hand and
rument accept	ie, personally kno nstrument, appear ered the said inst	That Jozel P. Glerut	eforesaid, Do Hereby Certify and Margaret S. person whose name(s) Ak person and acknowledged that
	3	:55	STATE OF ILLINOIS
			
[sevr]	Aurald .8 162	[SEAL] Margan	Joseph P. Glerur

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

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the tespective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural the singular, and the masculine gender shall include the temperature.

liability of the Mortgagor.

the Mortgagee to any successor in the fortgagor shall operate to release, in any manner, the original IT IS EXPRESSLY AGREED 'i.a no extension of the time for payment of the debt hereby secured given by

If Mortgagor shill pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the coverants and agreements herein, then this conveyance shall be null and void and Mortgage will, within thirty (20) 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.

of sale, if any, sary, then be paid to the Mortgagor.

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 suits, advertising, sale, and coeveyance, including attorneys', solicitors', and stenographors' fees, outlays for documentary evitor the purpose authorized in the mortgage with interest on such advances at the rate such advances are made; (3) all the accused interest remaining unpaid on the includences are thereby, Cost the such advances are made; (3) all the secured interest remaining unpaid on the includences are the cost of the proceeds debtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, she'll say, she'll

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 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 proceeding, and such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall the proceeding, wherein the Mortgagee shall be established for any other suit, or legal proceeding, wherein the Mortgagee shall the proceeding.

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 faxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have tions, 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.