State of Illinois

CMC #104529-3

This Indenture, Made this

16th

day of

February

131:

. 19 89 . between

203/244 ..

John P. Maloney and Kathleen F. Maloney, his wife-----Crown Mortgage Co. ------

. Mortgagor, and

a corporation organized and existing under the laws of

the State of Illinois

Morigages.

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 Seventy Three Thousand and No/100ths-----

(\$ 73,000.00---

payable with interer; 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 Oak Lawn, Illinois 60453----or at such other place at the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Six Hundred Ninety Five and 20/100ths-----Dollars (\$ 695.20----) on the first day of April 1 , 1989, 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 March 1 . 20 19.

Now, therefore, the said Mortgagor, for the better sicuring of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein concerned, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate tying, and being in the county of Cook and the State of Illinois, to wit:

Lot Two Hundred and Eight (208) in Home Craft Subdivision a Subdivision of Northeast Quarter (1/4) of Southwest Quarter (1/4) of Section Twenty-Two (22) and that part lying East of Calumet Feeder of West Half (1/2) of Southwest Quarter (1/4) of Section Twenty-Two (22), Township Thirty-Seven (37) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

11558 S. Knox, Alsip, Illinois 60658 Real Estate Tax No. 24-22-328-025

Tegether 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, wrier, 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 sell 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 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 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 innured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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sion for payment of which has not been made hereinbefore. pay prompily, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or herealter

hecome due for the use of the premises hereinabove described. the tents, issues, and profits now due or which may hereafter aloresaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebteduess

been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have bies when biugan gainismes nadt lugionisq to tauome vill tenings wunder subsection (b) of the preceding participals as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise hereby, or if the Mortgages acquire, the property otherwise after default, the Mortgages shall apply, at the time of the commenceof this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding

Development, and any balance remaining in the funds acbecome obligated to pay to the Secretary of Housing and Urban tion (a) of the preceding paragrap's which the Mortgagee has not the Mottgegor II payments made under the provisions of subsecputing the credit of such indebtedness, credit to the account of debiedness represented thereby, the Mortgagee shall, in com-

of the note secured hereby, full payment of the entire inshall tender to the Mortgagee, in accordance with the provisions staurance premiums shall be due. If at any time the Mortgagor date when payment of such ground rents, taxes, assessments, de amount necessary to make up the deficiency, on or before the and payable, then the Mortgagot shall pay to the Mortgagee any

premiums, as the case may be, when the same shall become due to pay ground rents taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient however, the monthly payments made by the Mortgagor under made by the Mortgague, or refunded to the Mortgagor. If, of the Mottgagur, shall be credited on subsequent payment, to B the case may he, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as

smount of the payments actually made by the Mortgagee for subsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

expense involved in handling delinquent payments. ment more than fifteen (13) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (\$i) for each payunder this mottgage. The Mortgagee may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mottgagor prior to the Any deliciency in the amount of any such aggregate monthly

(V) late charges.

(VI) Remember of the principal of the suid notes and

(III) interest on the note secured hereby; semularang appearante biasad tadio

(II) ground tents, if any, faxes, special assessments, fite, and

charge (in lieu of muttgage insurance premium), as the case may

Secretary of Housing and Urban Development, or monthly (1) premium charges under the contract of insurance with the

the order set lutth; payment to be appeal by the Mottgagee to the full-bring items in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

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

special assessments; and Mortgagec in trust to pay said ground rents, premiums, taxes and and assessment, will become delinquent, such sums to be neld by month prior to the date when such ground tents, premiums, taxes therefor divides by the number of months to elapse before one erty (all as estimated by the Mortgagee) less all sums already paid erly, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground rents, if any, next due, plus

delinquencies or prepayments; palance due on the note computed without taking into account gaibnassance ager average outstanding (1/1) of one-half (1/1) premium) which shall be in an amount equal to one-twelfth ment, a monthly charge (in lieu of a mortgage insurance

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

(II) If and so long as said note of even date and this insttu-Act, as amended, and applicable Regulations thereunder; or ing and Urban Development pursuant to the National Housing holder with funds to pay such premium to the Secretary of Housnual mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Na-(1) If and so long as said note of even date and this instru-

by the Secretary of Housing and Urban Development, as follows; charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-

(a) An amount sufficient to provide the holder hereof with

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

on any installment due date,

that privilege is reserved to pay the debt in whole, or in part,

(Ollows:

And the said Mortgigur furmer (o) enants and agrees as

premises or any part there it to ratisfy the same: ment, or lien so contested and the sale or forfeiture of the said which shall operate to misvent the collection of the tax, assesslegal proceedings becaling to court of competent jurisdiction, faith, contest the same or the validity thereof by appropriate ments situated thereon, so long as the Mottgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the shall not be required not shall it have the right to pay, discharge, mottgage to the contrary notwithstanding), that the Mortgagee it is expressly provided, however (all other provisions of this

nogegraph out (d bied proceeds of the sale of the mortgaged premises, if not otherwise tronal indebtedness, secuted by this mortgage, to be paid out of any moneys so paid or expended shall become so much addithan deem necessary for the proper preservation thereof, and notherete in the property herein montgaged as in its discretion essessorients, and insurance premiums, when due, and may make said premises in good repair, the Mortgagee may pay such taxes, than that for taxes or assessments on said premises, or to keep such payments, or to satisfy any prior tien or incumbrance other in ease of the refusal or neglect of the Morigagor to make

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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 fuvor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortpagee, who may make proof of loss if not made promptly by alorigagor, 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.

This, if the premises, or any part thereof, be condemned under any point 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 rengining unpaid, are hereby assigned by the Mortgagor to the Mortgage and shall be paid forthwith to the Mortgage 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 MINETY DAYS days from the date hereof) written statement of any officer of the Department at Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the MINETY Childays' 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 oftion, 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, costs, taxes, insurance, and other items necessary for the profection 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 Mort gagor or others upon such terms and conditions, either within or beyond any petiod 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 or such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of little 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 morteags and be paid out of the proceeds of any sale made in pursugner of any such decree: (1) All the costs of such suit or suits,
adversions sale, and conveyance, including attorneys', solicitors',
and stenoy, aghers' fees, outlays for documentary evidence and
cost of sale abstract and examination of title; (2) all the moneys
advanced by the Murigagee, if any, for the purpose authorized in
the mortgage with interest on such advances at the rate set forth
in the note secured in eby, from the time such advances are
made; (1) all the accreed prefets remaining united on the in
debtedness hereby secured, (1) all the said principal money re
maining unpaid. The overpli's of the proceeds of sale, if any,
shall then be paid to the Mort agor.

It Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then his consequence shall be null and void and Mortgagee will, within there (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.

If 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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Attached	to	and	made	a į	part	: or	the	FHA	Mortgage dated	
February	16t	h	19_	89		bet	ween	Cro	vn Mortgage Co.	,
mortgagee	an	а <u></u>	ohn P.	Ma1	loney	and	Kath	leen	F. Maloney, his w	ife
									as mortgag	or

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 centract of sale executed not 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.")

John P. Maloney

Kathleen F. Maloney, his wife

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