State of Illinois

Mortgage

FIIA Case No 131:5683677-703

This Indenture, made this CHRISANDRA LOPEZ, his wife day of April

89, between CARMEN LOPEZ and . 19

Mortgagor, and

, Mortgagee.

a corporation organized and existing under the laws of the State of RHODE ISLAND Witnesseth: That whereas the Management of the State of RHODE ISLAND 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 FOUR THOUSAND THREE HUNDRED FIFTY SIX AND 00/100-

payable with interest at the rate of Eleven

%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum (11.000 125 EAST WELLS STREET, MILWAUKEE, WISCONSIN 53201

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

SIX HUNDRED TWELVE AND 88/100

Dollars (\$ 612.88

Dollars (\$ 64,356.00

on the first day of June 1 , 19-89-, 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 , 20 **19** . May l

Now, Therefore, the said Nort agor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements 'are in contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estric cituate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 40 IN SUBDIVISION OF BLOCK 2 IN SUBDIVISION OF BLOCK 23 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERICIAN, IN COOK COUNTY, ILLINOIS.

17-31-402-034

IN COUNTY CONTY CO Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the times, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or prover, 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 set its 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.

Previous edition may be used until supplies are exhausted Initial(s)

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HUD-92116-M.1 (9-86 Edition) 24 CFR 203.17(a)

Loan #: 707146-8

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To Have and to Hold the above-described premises, with the special assessments; and 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 to 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 affected 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 premies, during the continuance of said in-debtedness, 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 negact of the Mortgagor to make such payments, or to satisfy any poor lien or incumbrance other than that for taxes or assessments or reid premises, or to keep said premises in good repair, the Multipage may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein moriging das 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, raid 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, di ch ir a, or remove any tax, assessment, or tax lien upon or agains' the premises described herein or any part thereofor the improvement situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal pro ceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the same or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as fellows:

That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

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 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 assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes 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 Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set

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 Mortgagor 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 (4e) 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 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 Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor 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 Mortgagor 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 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 Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accomulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions fthis mortgage resulting in a public sale of the premises covered here by, or if the Mortgagee acquires the property otherwise after dear it, the Mortgagee shall apply, at the time of the commencement is an 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.

And as Additional Excurity for the payment of the indebtedness aforesaid the Mortgagor 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.

That He Will Keep the in prevenents now existing or hereafter erected on the mortgaged propuly, insured as may be required from time to time by the Mortgo ee against loss by fire and other hazards, casualties and contingencies in a jch amounts and for such periods as may be required by the Mortgr gen and will pay promptly, when due, any premiums on such insurace provision for payment of which has not been made hereinocfor. 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 large of and in form acceptable to the Mortgugee. In event of loss Murtgagor will give immediate notice by mail to the Mortgagee, who may make proof

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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 fore-closure 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 Furtha Agrees that should this mortgage and the note secured here or ot be eligible for insurance under the National Housing Act, within ninety(90) days from the date hereof (written statement of any officer of the Department of Housing at d. J. ban Development or authorized agent of the Secretary of Houring and Urban Development dated subsequent to the ninety(95) que, 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 inte may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may nr c b) exercised by the Mortgague when the ineligibility for insurance water the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department c. Ho sing 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 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 Mortgager, 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 ronts, issues, and profits of the said promises 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 or a subsequent mortgage, the said Mortgagee, in its descretion, 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 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.

An in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonably 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, advertising, 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 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; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If he Mortgagor shall pay said note at the time and in the man or aforesaid and shall abide by, comply with, and duly perform of the covenants and agreements heroin, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days Filt r written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefit of all statutes or laws which require the earlier execution or lelivery 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 Containe as all 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 car a include the plural, the plural the singular, and the masculine gender shall include the feminine.

Initial(s)

Page 3 of 4

HUD-92116M-1

Loan #: 707146-84 CFR 203.17(a)

Proberty of Coot County Clerk's Office

Witness the ha * SEE RIDER CARMEN LOPEZ	nd and seal of the Mortgag ATTACHED HERETO MADI	or, the day and year E A PART HEREOF	first written.	andre S	[Seal]
		[Seni]	CIRISHVERA		[Seal]
State of Illinois			 		<u></u>
County of Cust	k.			-04 th	0583
person whose nar person and ackno	reby Certify That CARMEN res are weedged that they	subscribe signed, seal	SANDRA LOPEZ d to the foregoin ed, and delivered	, a notary public, in and for the wife , his wife , wishedte, personally known in the said instrument as	on to me to be the same before me this day in their
	hand and NotariagSeal th \$0561-21 \$ siouj			April Kavalauska	, A.D. 1989 Notary Public
Doc. No.	E	wy. Bilad few Bacord	in∧the Recordor's	office of	
		County, Illinoi	s, on the	day of	A.D. 19
at o'clock	m., and duly recorded in l	04 -	Page	•	
			172		
			C		615. 04/19/89 15:03:09 89—173583 CORDER
THIS ARE STARTED GRANT MELLAND TO THE CHICAGO, ILLIN	-mrdnave.	E MAM		000	MAIL 8

HUD-92118M Loan #: 707146-8^{24 CFR 203,17}(

Droperty or Cook County Clerk's Office

RIDER

This Rider, attached to and made part of The Mortgage, Nortgage Deed,

Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument")

between __CARMEN LOPEZ AND CHRISANDRA LOPEZ, HIS WIFE ______ (the
"Borrower") and Fleet Mortgage Corp. (the "Lender") dated __APRIL 17 _____,

19 89, revises the Security Instrument as follows:

The Lender shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Security Instrument 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 Barower, pursuant to a contract of sale executed not later than 12 months (24 months if the property is not the principal or secondary residence of the borrower) after the date on which the Security Instrument is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Dated	APRIL 17	19	89
na ren	REKILL I	, 47	03

Borrower CARMEN LOPEZ

Borrower CHRISANDRA LOPEZ, HIS WIFE

THIS INSTRUMENT WAS PREPARED BY: GREG MOLANGHLIN FOR:

Fleet Mortgage Corp.

19046 SOUTH WESTERN AVE. CHICAGO, ILLINOIS 60643

PS-592 (2/89) FHA Multistate Assumability Rider

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