State of Illinois

Mortgage

ISB LOAN #1001270

, between

131:5658856-703

day of APRIL This Indenture, made this 28TH

, 1989 THOMAS ROMAN, A MARRIED MAN, MARRIED TO: **MARIA L. ROMAN AND JOSE ROMAN AND ELSA ROMAN, HUSBAND AND WIFE

, Mortgagor, and

INVESTORS SAVINGS BANK, F.S.B., ITS SUCCESSORS AND/OR ASSIGNS a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA THE UNITED STATES OF AMERICA . 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 SEVEN THOUSAND NINE HUNDRED EIGHTY NINE AND NO/100-----Dollars (\$ 67,989.00

payable with interest at the rate of *ELEVEN AND NO/100-----11,000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 10801 WAYZATA BOULEVARD, SUITE 300, MINNETONKA, MINNESOTA 55343, 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

*SIX HUNDRED FORTY SEVEN AND 48/100----___Dollars (\$ 647.48 on the first day of JUNE , 19 89 , and a like sum on the first day of each and every month thereafter until the note is fully paid, except the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MAY , 20 19 .

Now, Therefore, the sair, 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 are contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Faur situate, lying, and being in the county of COOK and the State of Illinois, to wit:

THE SOUTH 1/2 OF LOT 10 IN BLOCK 8 IN HANSBROUGH AND HESS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWELL 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL REPIDIAN, IN COOK COUNTY, ILLINOIS.

13-36-315-014

COMMONLY KNOWN AS:

1825 NORTH MOZPAT

CHICAGO, ILLINO'S 30647

**MARIA L. ROMAN - SIGNING SOLELY FOR THI PURPOSES OF WAIVING ANY AND ALL MARITAL HOMESTEAD OBLIGATIONS

"SEE ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF"

Together with all and singular the tenements, hereditaments and appurtenances thereunto belor (a.v.), and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, water, or power, and all plumbing and other finances in, or that may be placed in, any building now or hereafter standing on said land, and a so 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 Inaurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

> KO W116-M.1 (9-96 Black 24 CFR 203.17(a)

Pege 1 of 4



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OWK BROOK, ILLINOIS 60521 SHI MEST ZZND STREET, SUITE 100 INVESTORS SAVINGS MORTGAGE CORP. CT NHUTH GNA ORCOHH

> OAK BROOK, IL. YTASH ASOH THIS INSTRUMENT PREPARED BY:



0x m., and duly recorded in Book to yeb County, Illinois, on the 61 .Q.A the Recorder's Office of My Commission Expires 3/17/91 Notary Public, State of Minois Notary Public. Mary Ann Urger "JATS JAIDITTO" Owe under my hand and National-Smi-Sin-68 61 'Q.A , free and voluntary act for the uses and perfect therein set forth, including the release and waiver of the right of homestead. such begloofwomics best morted signed, sealed, and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in his wife, personelly lenown to me to be the same . a notary public, in and for the county and State **SIGNING SOIETY FOR THE FURFOSES OF WALVING ANY AND ALL MARITAL HOMESTEAD OBLICATIONS EIZY KOWYN' HIZ MILE **MARIA L. ROMAN [BS2] Mostral HOMBS HOMBN' A MARRIED MAN, MARRIED TO: ** JOSE ROMAN

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

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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 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 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 hereinalter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes are assessments on said premises, or any tax or assessment that may be revied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgages on account of the ownership there of; (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 Mortgapor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to leep said premises in good repair, the Mortgagee may pay such takes assessments, and insurance premiums, when due, and may riake such repairs to the property herein mortgaged as in its discretical 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 improvement situated thereon, so long as the Mortgagor 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.

And the said Mortgagor further covenants and agrees as follows:

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

special assessments; 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 forth:

 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 (4¢) 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 Mortgagur any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be r default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee accurres 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 sunds 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 Security 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 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 of which has not been made hereinbefore. 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

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plural the singular, and the masculine gender shall include the Wherever used the singular number shall include the plutal. The maintaint and the plutal. The plutal the shall include the plutal. The macanitae country chall include the plutal. administrators, successors, and assigns of the parties hereto.

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necessary to carry out the provisions of this paragraph. persons and expend liself such amounts as are reasonably and analysis of this measure of this measure. use of the premises hereinabove described, and employ other arrange as and employ other stack stack arrange as are reasonable. COURT, COINCEL AND ISCRIVE the PRISE, ESSUES, AND PIOLIS FOR THE ISSUES, AND PIOLIS FOR THE PROPERTY AND PROPERTY OF THE PROPERTY AND PROPERTY OF THE PROPERTY or beyond any period of redemption, as are approved by the 88801 or others upon such terms and conditions, either within or heavened and conditions, either within quired by the Morreages (8889) maintain such insurance in such amounts as shall have been remined by the Morrospean lease the such insurance in the Morrospean the such insurance in the Morrispean in the Mo Assessment as may be due on the said premises and single of the said premises in such another as similar as similar and aven manner as similar Said premises in 800d repair; pay such current of back laxes accertaints as that on the said memices; have for and monsage, the said Monsagee, in its discretion, may: keep the an action is pending to forcelose this morrage of a subseque the above described premises under an order of a court in w Whenever the said Morigages shall be placed in possession and a service of the place of the plac

protection and preservation of the property. sdness, tosts, taxes, insurance, and other its when collected may be applied toward the statutory period of redemption, and such colosure suit and in case of sale and a defi ses, and profits of the said premises during the or the benefit of the Mortgages with power to e Mortgagee in possession of the premises, or e equity of redemption, as a homestead, enter ises of whether the same shall be then occupied session of the premises and without regard to the ppointment of a receiver, or for an order to place indebicdness secured hereby, at the time of such insolvency of the person of persons liable for the Ol Disgal Montile and Without regard to an addition of the for the second states for the second states for the second sec sale, and without notice to the said Morrgage, or such bill is filed may at any time thereafter, either or the said Mortgagor to the said Mortgagor to Self Scoquage and the state of TERROR Shall have the right immediately to forcelose Event that the whole of said debt is declared to be

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Britanism of the Department of Housing and the Department of Housing and Partment of Housing and Partm Housing Act is due to the Mortgagee's failure to the minimum of Mortgage and an Mortgage and an Mortgage and Howard Act is due to the Mortages selliure to remit the Na. When the inclinity for insurance under the National and a sun as well as the National and a sun as well as wel standing the foregoing, this option may not be exercised by the foregoing, this option may not be exercised by the forest that the innitial and training the Matters of the are all sums secured hereby immediately due and payable. Ho. Given the Alderen has arin ulassinamin udanad hannas amin ila ara alderen has arin ulassinamini udanad hannas amin alassinamini adamad ad this mortgage being deemed conclusive proof of section in eligibility and the more warm and the conclusive proof of the fight. tale the bigg of the date of the more and the partial solution of the solution pent of the Secretary of Housing and Union to authoritical transfer of thousing and Union Tevelopment detection for the detection of the second state of the base of the more and declining the period of the period Sign Since the table of Housing and Urban Decident of the Sold of Bullouis by the constant of Housing and Urban Decided Institution of Bullouis by the Constant of Housing and I have an interest of the state of the constant of the sold of the sold of the constant of the sold from the date factor (written state) of any officer of the animater of the factor of t the note secured hereby not be eligible for insurance under the from the date hereof (written statement and officer of the Com the date hereof (written statement) and officer of the Com the date hereof (written statement) and officer of the Com the date hereof (written statement) and officer of the Com the date hereof (written statement) and officer of the Com the date hereof (written statement) and officer of the Com the date hereof (written statement) and the date hereof (written bns 3288110m zint bluode isati esses of videod berimes and addiction and videod berimes and addiction and representation of the state of the second berimes and addiction and representation of the second berimes and addiction of the second berimes and additional addition

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ISB LOAN # _	1001270	F	HA CASE#	131:5658856-703
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approvi				

**SIGNING SOLELY FOR THE PURPOSES OF WAIVING ANY AND ALL MARITAL H'MENTEAD OBLIGATIONS

DEPT-01 \$15.25 T#3333 TRAN 8941 05/01/89 09:22:00 #4615 # C #-89-192980 CDOK COUNTY RECORDER

ELSA ROMAN, HIS WIFE

-89-192980

BRI-001 FHA ASSUMPTION RIDER Revised (2-2-89)

Mortgagor **MARIA L. ROMAN



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Property of County Clarks

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