State of Illinois

Mortgage

Fold Case See

131: 5707487-703

This Indenture, made this

28TH

day of APRIL

, 19 89 . hetween

BRADFORD L. FARRIS, A BACHELOR MID-AMERICA MORTGAGE CORPORATION

, Mortgagor, and

89200073

a corporation organized and existing under the laws of THE STATE OF ILLINOIS

. Morigagee.

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

EIGHTY TWO THOUSAND EIGHT HUNDRED AND 00/000THS----- Dollars (\$ 82,800.00*****)

payable with interest of 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 361 FRGNTAGE ROAD, BURR RIDGE, ILLINOIS 60521 , or at such other place as the holios, may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

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 situate, lying, and be no in the county of COOK and the State of Illinois, to wit:

LOT 19 IN SAM BROWN JR'S 59TH STREET SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

PIN# 14-07-107-023

AND COMMONLY KNOWN AS: 5316 N. LEAVITT STREET, CHICAGO, LLINOIS 60625

The Rider to the Mortgage attached hereto and executed of even rate herewith is incorporated herein and the convenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage.

DOCUMENT PREPARED BY: A. SKOPEC

AFTER RECORDING, RETURN TO: MID-AMERICA MORTGAGE CORPORATION

361 FRONTAGE ROAD

BURR RIDGE, ILLINOIS 60521

Consultation of the state of th

Together 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, 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.

8920007

gayee in trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortto the date when such ground rents, premiums, taxes and

divided by the number of months to elapse before one month prior estimated by the Mortgagee) less all sums already paid therefor taxes and assessments next due on the mortgaged property tall as and other hazard insurance covering the mortgaged property, plus premiums that will next become due and payable on policies of fire (a) A sum equal to the ground rents, if any, next due, plus the

could account until the said note is fully paid, the following sums: hereby, the Mongagor will pay to the Mortgagee, on the first day principal and interest payable under the terms of the note secured

That, together with, and in addition to, the monthly payments of whole or in part on any installment due date.

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

Regallot at essign ban tinners coverants in Plotty off, bat said bank

become due for the use of the premises hereinabove described.

inmediate notice by mail to the Mortgagee, who may make proof

acceptable to the Mongagee. In event of loss Mongagor will give

have attached thereto loss payable clauses in favor of and in form policies and renewals thereof shall be held by the Morgagee and

ment of which has not been made hereinbefore. All insurance shall

periods as may be required by the Afortyagee and will pay prompthazards, casualties and contingencies in such amounts and for such

ניחות נוחות איז נוחות by the Mortgage against loss by fire and other

That He Will Keep the improvements now existing of hereafter

erected on the mortgaged property, insured as may be required

ly, when due, any premiums on such insurance provision for pay-

pe carried in companies approved by the Mortgages and the

the rents, issues, and profits now due or y nich may hereafter the sagegroot, and of hereby asserted the Northander and historia exambaldabni ani to maniver, ani noi virinuas lunuitibas, ex bas,

נעל משסחעל הן לינועכוליםן נעפע נקישמישה מעלמות מעקבר צמות עהובי under subsection (a) ist the proceeding paragraph as a credit against acquired, the balance then minaining in the funds accumulated ment of such proceedings of it the time the property is otherwise default, the Mortgages shall apply, at the time of the commencehereby, or if the Northygee acquires the property otherwise after of this mortgest resulting in a public sale of the premises covered paragraph. If the e shall be a default under any of the provisions complated unider the provisions of subsection (a) of the preceding count of the Mortgagor any balance remaining in the funds acin commuting the amount of such indebtedness, credit to the acof the entire indebtedness represented thereby, the Mortgagee shall, dince with the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgagee, in accorrents, taxes, assessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents. payments made by the Mortgagor under subsection (a) of the gagor, or retunded to the Mortgagor. If, however, the monthly shall be credited on subsequent payments to be made by the Nortsuch excess, if the loan is current, at the option of the Mortgager, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground tents, supprection (a) of the preceding paragraph shall exceed the amount If the total of the payments made by the Mortgagor under,

involved in handling delinquent payments. not to exceed four cents (4c) for each dollar (51) for each payment more than lifteen (15) days in arrears, to cover the extra expense date of the next such payment, constitute an event of default under this mortgage. The Nortgagee may collect a "late charge ment shall, unless made good by the Mortgagor prior to the du Any deliciency in the amount of any such aggregate monthly per-

- (h) Late charges.
- amortization of the principal of the said note; and (m)
 - (ii) interest on the note secured hereby;
 - hazard insurance premiums;
- (i) ground rents, if any, taxes, special assessments, fire, and other :unol

see applied by the Norgagnee to the following items in the order see of the paid by the Morgagor each month in a single payment to hereby shall be added together and the aggregate amount thereof paragraph and all payments to be made under the note secured this All payments mentioned in the preceding subsection of this

special assessments; and

thereof to satisfy the same. contested and the sale or forferture of the said premises or any part operate to prevent the collection of the tax, assessment, or lien so ceedings brought in a court of competent jurisdiction, which shall test the same of the validity thereof by appropriate legal prosituated thereon, so long as the Mortgagor shall, in good faith, conpremises described herein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge. mortgage to the contrary notwithstandings, that the Mortgagee It is expressly provided, however tall other provisions of this

Mortgagor. the sale of the mortgaged premises, if not otherwise paid by indebtedness, secured by this mortgage, to be paid out of proceeds of moneys so paid or expended shall become so much additional inmay deem necessary for the proper preservation thereof, and any such repairs to the property herein mortgaged at in is discretion it assessments, and insurance premiums, when our, and may make premises in good repair, the Morrgagee may pay such taxes. that for taxes or assessments on said premises, or to keep said payments, or to satisfy any prior lien or incumbrance other than

In case of the refusal or neglect of the Mortgagor to make such

of insurance, and in such minance, as may be required by the debtedness, insured for the denetit of the Mortgages in such forms time be on said premites during the continuance of said inthereof: 12) a sum sufficient to keep all buildings that may at any land is situate, upon the Mortgagor on account of the ownership linois, or of the county, town, village, or city in which the said or assessment that may be levied by authority of the State of Ilcient to pay all taxes and assessments on said premises, or any tax hereinafter provided, until said note is fully paid. (1) a sum suffimen to attach to said premises; to pay to the Mortgagee, as instrument; not to suffer any lien of mechanics men or material thereof, or of the security intended to be effected by virtue of this be done, upon said premises, anything that may impair the value To keep said premises in good repair, and not to do, or permit to

benefits to said Mortgagor does hereby expressly release and waive. Exemption Laws of the State of Illinois, which said rights and from all rights and benefits under and by virtue of the Homestead and assigns, forever, for the purposes and uses herein set forth, free appurtenances and fixtures, unto the said Mortgagee, its successors To Have and to Hold the above-described premises, with the

And Said Mortgagor covenants and agrees:

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 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 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 Nortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether dur 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 NINETY National Housing Act, within 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 Devilopment dated subsequent to the NINETY time from the date of this mortgage, declining to insule said note and this mortgage being deemed conclusive proof of such inclinioility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Not withstanding the foregoing, 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 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 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 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.

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 Mortgager 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 Mortgage 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 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 inchnys 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 mide; (3) all the accrued interest remaining unpaid on the indebt chess 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 the Mortgagor shall pay id note at the time and in the manner aforesaid and shall abide by, or mply with, and duly perform all the covenants and agreement berein, then this conveyance shall be null and void and Mortgagoe will, within thirty (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.

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 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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		of Page	m., and duly recorded in Book	at o'clock
A.D. 19	lo yeb	Councy, Uningis, on the	and the second	
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Notary Public		891918 89'10	Mail C. State	
88 81 .Q.Å ,	JARSA JARSA	HT8 STH & STONILL IND.	132 JAN 1970 Leineron bne bned (m N 1913 JAM JER 1918 ISM	Given under i
			ary act for the uses and purposes therein	
	רפעטוחק וחגלרעוחכחל. מסףכמר	signed, scaled, and delivered		person and ackr
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		א מחם אכשר לומנ שרונוכה.	hand and seal of the Mortgagor, the day	Witness the



AN AMENUMENT TO PENULTIMATE PARAGRAPH

This option may not be excercised 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. Dated as of the date of the mortgage referred to herein.

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 28TH day of APRIL 19 89 , amends the Mortgage/Deed of Trust of an even date by and between

BRADFORD L. FARRIS, A BACHELOR

hereafter referred to as Mortgagor/Grantor, and MID-AMERICA MORTGAGE CORPORATION, hereafter referred to as Mortgages or Holder of the Note, as follows:

The mortgages or holder of the Note shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by the mortgage/deed of trust 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/grantor, pursuant to a contract of sale executed not later than ___TWELVE after the date on which the mortgage/deed of trust is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF.

T#3333 TRAN 9227 05/04/89 09:18:00 \$5576 # C #-89-200079 COOK COUNTY RECORDER

BRADFORD L. FARRIS

set HIS hand(s) and seal(s) the day and year

first aforesaid.

89200079

(Seal>

FORD L.

<Seal>

<Seal>

Signed

, Ellen Vidhi

My Commission Expires 8/5/92

Property of Cook County Clerk's Office