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State of Illinois
FMI 1
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Mortgage
89992 1 1 5 9
89211594

FHA Case No.
131:5691312-796 703

This Indenture, Made this 28TH day of APRIL, 19 89, between THOMAS O. ORTEGA, AND SUZETTE T. ORTEGA, HUSBAND AND WIFE, Mortgagor, and COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P., Mortgagee, organized and existing under the laws of DELAWARE

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 EIGHT THOUSAND FOUR HUNDRED FIFTY SIX AND 00/100

(\$ *****68,456.00) Dollars payable with interest at the rate of ELEVEN AND ONE-HALF per centum (11.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in HOUSTON, TEXAS 77027 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 SEVENTY SEVEN AND 92/100 Dollars (\$ *****677.92) on the first day of JUNE, 19 89, 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 MAY, 20 19

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 being in the county of COOK and the State of Illinois, to wit:

408
198

25 25 LOT 101 IN CHARLES I. CREED'S SUBDIVISION OF PART OF THE NORTH CHAINS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36 AND A RESUBDIVISION OF LOTS 1, 2 AND PART OF LOT 3 AND VACATED STREETS ADJOINING SAID LOTS IN BEVERLY PARK SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Cook County Clerk's Office

89211594

PROPERTY ADDRESS: 2868 WEST 85TH STREET, CHICAGO, ILLINOIS 60652
TAX I.D.# 19-36-317-023-0000

Together with all and singular the tenements, hereditaments and appurtenances therunto 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.

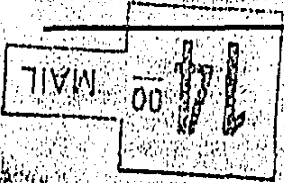
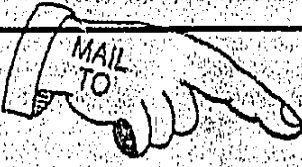
This form is used in connection with mortgages insured under the one-to-four-family programs of the National Housing Act which provide for a one-time Mortgage Insurance Premium payment.

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OAK FOREST, ILLINOIS 60452
15028 SOUTH CIGERO AVENUE

COMMONWEALTH MORTGAGE CO OF AMERICA, L.P.

PREPARED BY: ALYCE KRITZ
RETURN TO:

COOK COUNTY RECORDER

#2492 # D * 89-211594

14444 TMAN 6926 05/10/89 15:59:00

DEPT-01 \$14.25

Doc. No. _____
Filed for Record in the Recorder's Office of _____
County, Illinois, on the _____
m., and duly recorded in Book _____
of _____
page _____
A.D. 19 _____

Copy of Original
3/15/90

(Given under my hand and Notarial Seal this _____
28th _____
A.D. 1989)

THE UNDERSIGNED _____
a notary public, in and for the county and State aforesaid, Do hereby Certify That
THOMAS O. ORTEGA, AND SUZETTE I. ORTEGA, HUSBAND AND WIFE
personally known to me to be the same
person whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that THEY signed, sealed, and delivered the said instrument as THEIR
free and voluntary act for the uses and purposes therein
set forth, including the release and waiver of the right of homestead.

State of Illinois)
County of Cook)
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THOMAS O. ORTEGA (SEAL) _____
SUZETTE I. ORTEGA (SEAL) _____
THOMAS O. ORTEGA (SEAL) _____
SUZETTE I. ORTEGA (SEAL) _____

Witness the hand and seal of the Notarior, the day and year first written.

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THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING
COMMISSIONER, OR HIS DESIGNER, DECLARE ALL SUMS SECURED BY THIS MORTGAGE
TO BE IMMEDIATELY DUE AND PAYABLE IN 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 CONTRACT OF SALE EXECUTED NOT LATER
THAN 12 MONTHS (24 MONTHS IF THE PROPERTY IS NOT THE PRINCIPAL OR
SECONDARY RESIDENCE OF THE MORTGAGOR) AFTER THE DATE ON WHICH THE MORTGAGE
IS EXECUTED (CLOSED), TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN
ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.



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Property of Cook County Clerk's Office

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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 the said Mortgagee shall not

added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

County Clerk

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 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 sixty days 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 sixty days' 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.

In the event of default in making any mortgage 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 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 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.

And in the 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 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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If 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 this conveyance shall be null and void and Mortgagee will, within (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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(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be... (a) A sum equal to the ground rents, if any, next due, plus the premiums...

All insurance shall be carried in companies approved by the Mortgagee... The mortgagee shall keep the improvements now existing on the premises...

That privilege is reserved to pay the debt in whole, or in part, on any... And the said Mortgagee further covenants and agrees as follows: It is expressly provided, however that the Mortgagee...

And as additional security for the payment of the indebtedness aforesaid... the Mortgagee 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...

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... (1) A sum sufficient to pay all taxes and assessments on said premises...

Any deficiency in the amount of any such aggregate monthly payments... (i) Interest on the note secured hereby; (ii) Amortization of the principal of the said note; and (iii) Late charges.

And said Mortgagee covenants and agrees: expressly release and waive... benefits under and by virtue of the Homestead Exemption Laws of the State...

added together, and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

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