UNOFFICIAL

89284751

Loan # 007435-7

State of Illinois

Mortgage

「131<mark>: °572 8406 703</mark>B

21st This Indenture, made this 218t day of June 189, between LUZ E. FIGUEROA, Divorced Not Since Remarried, RICHARD FIGUEROA, A Bachelor and RADAME June BERRIOS, A Bachelor , Mortgagor, and Midwest Funding Corporation

a corporation organized and existing under the laws of

the State of Illinois

, Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even One hundred sixteen thousand seven hundred fifty and NO/100 date herewith, in the principal sum of Dollars (\$16,750.00

payable with interest so the rate of Eleven 11.00000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum (1020 31st Street Suite 401, Downers Grove, Illinois 60515 at such other place as the holor may designate in writing, and delivered; the said principal and interest being payable in monthly installments of One thousand one hundred eleven and 84/100 -

Dollars (\$1,111.84 89 August , and a like sum on the first day of each and every month thereafter until the note on the first day of 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 of July

Now, Therefore, the said Mortgagor, for the bettel serving 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 vic county of COOK and the State of Illinois, to wit:

LOT 131 (EXCEPT THE SOUTH 10 FEET) AND LOT 132 (EXCEPT THE NORTH 10 FEET) IN EDINGTON PARK, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTIO N 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HERE (N) AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVEY AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

Item # 13-34-102-033 Also known as 2320 NORTH KNOX AVENUE, CHICAGO, ILLINOIS

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 (ii) in accordance with the regulations for those programs.

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



Page 4 of 4

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			BY: JANET ROLAND	
NO CALL				
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	Page	јо	m., and duly recorded in Book	at o'clock
61 ' ' O'∀	day of	әф	County, Illinois, on	
	1 is Recorder's Office of	d for Record in	ज्ञां ^न ,	Doc. No.
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68 61 .G.A., Small 89	App App	7sIst	sint lead Notarial Seal this	Hiven under m
			act for the uses and purposes therein s	tree and voluntary person
strument, appeared before me this day in		qns	39A ≥ 3	регооп whose паля
married, RICHARD FIGUEROA, K personally known to me to be the same			HOL SUG BADINE REBRIOS, A	
lary public, in and for the county and State	lon s .		THE WOURSIGNED	' 1
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gagee in trust to pay said ground rents, premiums, taxes and assessments will become definquent, such sums to be held by Mort to the date when such ground rems, premiums, taxes and divided by the number of mondis to elapse before one month prior estimated by the Mortgageet 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

(8) A sum equal to the ground rents, it any, next due, plus the of each month until the said note is fully pand, the following sums: hereby, the Mortgagor 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

And the said Mortgagor further covenants and agrees as follows:

thereof to satisfy the same. contested and the sale or forfeiture of the said premises or any part ok half to thanksake tel agt he hodoxeot at thakaid of alerado describes brought in a court of competent jurisdiction, which shall ord legal arenqorque (d'horrait) (ribile) adi 10 annes adi 12a. structed thereon, so long as the Mortgagor shall, in good faith, conpremises described betein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the shall not be required not 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

the sale of the mortgaged premises, if not otherwise paid by the debtedness, secured by this mortgage, to be paid out of proceeds of moneys so paid or expended shall become so much additionaring may deem necessary for the proper preservation thereoff in any such repairs to the property herein mortgaged as in its discretion it assessments, and insurance premiums, when due, and may make themises in Rood repair, the Mortgagee may pay such taxes, that for taxes or assessments on said premises, of to keep said payments, or to satisfy any prior fien or mental trance other than

In case of the refusal or neglect of the Afritgagor to make such *1011gagee of insurance, and in such amounts, (5 may be required by the

debtedness, insured for the benefit of the Mortgagee in such forms time be on said premises, or the continuance of said in there of; (2) 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 courty, 'own, village, or city in which the said or assessment that have be levied by authority of the State of Il cient to pay all taxes and assessments on said premises, or any tax hereinafter provided, until said note is fully paid, (1) a sum suffemen to attach to said premises; to pay to the Mortgagee, as instrument, not to suffer any hen 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

And Said Mortgagor covenants and agrees:

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

munediate notice by mail to the Mortgagee, who may make proof acceptable to the Mortgagee. In event of loss Mortgagor will give have attached thereto loss payable clauses in favor of and in form policies and renewals thereof shall be held by the Mongagee and be earlied in companies approved by the Mortgagge and the ment of which has not been made hereubefore. All insurance shall it when due, any premiums on such insurance provision for pay betrods as may be required by the Montgagee and will pay prompt hazards, casualties and contingencies in such amounts and for such from time to time by the Mortgagee against loss by the and other exected on the mortgaged property, insured as may be required

That He Will keep the improvements non existing or hereafter

become due for the use of the premises hereinabove described. the tents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does bereby assign to the Mortgagee all And as Additional Security for the payment to the indebtedness

the amount of principal then remaining unpaid under said note nuque enpecenou (a) of the preceding furagraph as a credit against acquired, the balance then remains g in the funds accumulated ment of such proceedings or at the unit the property is otherwise bereh; or if the Mortgagee sciall apply, at the time of the commence of this montgage vestiling in a public sale of the premises covered satisfied it mere Call be a default under any of the provisions countract of the provisions of subsection (a) of the preceding count of the Mary balance remaining in the funds acin comparing the amount of such indebledness, credit to the acof the entre indebtedness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgagee, in accorto its, 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 Mongagee 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 refunded to the Mongagor, if, however, the monthly shall be credited on subsequent payments to be made by the Mortsuch excess, if the loan is current, at the opinon of the Mortgagor. taxes, and assessments, or insurance premums, as the case may be, of the payments actually made by the Mortgages for ground rents. superction (a) of the preceding paragraph shall exceed the amount

If the total of the payments made by the Mortgagor under smamyed maching delinquent payloynt more than fifteen (15) days in arrears, to cover the extra expense not to exceed four cents (4c) for each dollar (51) for each payment under this mortgage. The Mortgagee may collect a "late charge." date of the next such payment, constitute an event of default ment shall, unless made good by the Mortgagor prior to the due Any deficiency in the amount of any such aggregate monthly pay 🎮

- (44) late charges.
- (iii) smortisation of the principal of the said note; and
 - (ii) interest on the note secured hereby:

hazard insurance premiums:

(i) ground rents, if any, taxes, special assessments, fire, and other

be applied by the Mortgagee to the following items in the order set shall be paid by the Mortgagor 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

(b) All payments mentioned in the preceding subsection of this

special assessments; and

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of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make pay ment 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 nereby 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 c. not.

The Mortgagor Further Agrees the should this mortgage and the note secured hereby not be eligible to insurance under the sixty National Housing Act, within from the date hereof twritten statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated sixty subsequent to the time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such i teligibili-(y), the Mortgagee or the holder of the note may, at its option. declare all sums secured hereby immediately due and payable. Notwithstanding 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 Mortgagor or others upon such terms and conditions, either within or beyond any period of tedemption, 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 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 unis, 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 pur pose authorized in the mortgage with interest on such advances at the rate set forth, in the note secured hereby, from the time such advances a e-made; (3) all the accrued interest remaining unpaid on the inocoledness hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall there be paid to the Mortgagor.

If the Mortgagor shall pay each note at the time and in the manner aforesaid and shall abide by comply with, and duly perform all the covenants and agreements 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 Mortgagoe.

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.



LOAN#	007 4 35-7					
		572	8406	703E		
CASE#						

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgage 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 contract of sole executed no later than 12 months after the date on which the mortgage is executed 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

her & Funer	June 21, 1989
Borrower LOZ ES FICUEROA	Date June 21, 1989
Borrower RICHARD EIGUENCA	Date June 21, 1989
Borrower RADAME BERRIOS	Date
Borrower	Date
	\$1
State of	T43333 TRAN 1208 06/27/89 09:37: \$2874 4 C
personnally known to me to be the same personwhos appeared before me this day in person, and acknowledge	Remarried, RICHARD FICHEROA, A Bachelor and e namesubscribed to the foregoing instrument. Bed that he signed, sealed and delivered the ry act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 21 m day	and the
	Ollysa Cru
•	Notary Public
	(A)
_	Commission Expires
	A CONTRACTOR OF THE CONTRACTOR

This instrument was prepared by Midwest Funding Corporation 1020 31st Street, Suite 401, Downers Grove, Illinois 60515

-89-284751

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