

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.

Lender with all and singular the covenants, conditions, and appurtenances (hereunto looking, 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, 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 water, right, tide, and interest of the said Mortgagor in and to said premises.

Previous edition may be used until supplies are exhausted (Initials)

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89287681

16-27-402-018

LOT 4 IN THE RESUBDIVISION OF LOTS 72, 73, 74, 75 AND 76 IN HUBBARD'S SUBDIVISION OF BLOCK 7 OF REID'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Now, Therefore, the said Mortgagor, for the better security 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 Warranty and Warrant unto the Mortgagee, its successors or assigns, the following described legal estate situated, lying, and being in the county of COOK and the State of Illinois, to-wit:

on the first day of August 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 of July 1, 20 19.

per annum (11,000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 125 EAST WELLS STREET, MILWAUKEE, WISCONSIN 53201

payable with interest at the rate of Eleven Dollars (\$ 54,495.00

date herewith, in the principal sum of FIFTY FOUR THOUSAND FOUR HUNDRED NINETY FIVE AND 00/100

FLEET MORTGAGE CORP. a corporation organized and existing under the laws of the State of RHODE ISLAND

This Indenture, made this 21st day of June, 19 89, between OTONIEL AVILA and EMMA AVILA, his wife

131:5719824-703 FIA Case No

Mortgage

State of Illinois

wuf M 51196249

189158268

Loan #: 708870-8

HUD-9216M-1

4 CFR 203.17(a)

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 Mortgagee does hereby expressly release and waive.

And Said Mortgagee covenants and agrees:

(1) 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 situated, upon the Mortgagee on account of the ownership thereof; (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 as the Mortgagee may deem necessary, and any taxes, and assessments, or insurance premiums, and any moneys so paid or expended shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein so engaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or against the situated thereon, so long as the Mortgagee shall, in good faith, consent to 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 consented and the same or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagee 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 Mortgagee 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 rent, 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 rent, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and assessments.

(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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following terms in the order set forth:

(i) Ground rent, 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 Mortgagee 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 (4c) 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 Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee, as the case may be, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or returned to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rent, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee 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 Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the property otherwise covered hereby, or if the Mortgagee acquires the property otherwise after the sale of such 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 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 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 premiums as may be required by the Mortgagee and will pay prompt-ly, when due, any premiums on any insurance provision for pay-ment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be not by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee who may make proof

(Initials) _____

The Government herein 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.

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.

And in the Event that the whole of said debt is declared to be due, the Mortgagor 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 Mortgage, 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 application for appointment of a receiver, or for an order to place the 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, either an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit 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.

And the 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 contained in the Mortgage. The Mortgagor shall not be held liable for the performance of the debt hereunder unless the Mortgagor is in default of such release or satisfaction by either execution or delivery of such release or satisfaction by the Mortgagor.

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 There shall be included in any decree foreclosing this mortgage and being put out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or mortgage and being put out of the proceeds of any sale made in 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 monies advanced by the Mortgagee, if any, for the purchase 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 surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

An 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 thereby 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.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the Mortgagee, proceed, 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 Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

Wherever 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 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 Mortgagee 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 hereinafore described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

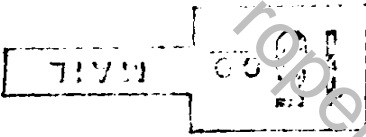
National Housing Act within ninety (90) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such indebtedness of 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 responsibility 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.

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Loan #: 708870-8 HUD-92116M-24 CFR 203.17(a)

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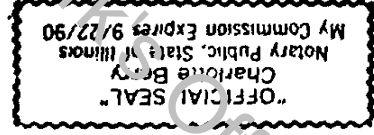
THIS INSTRUMENT WAS PREPARED BY: CREG McLAUGHLIN FOR: Fleet Mortgage Corp. 11046 SOUTH WESTERN AVE CHICAGO, ILLINOIS 60643

RECORDED IN THE OFFICE OF THE CLERK OF THE COOK COUNTY RECORDER'S OFFICE ON 10/22/81

89287681

at o'clock m., and duly recorded in Book of Page

County, Illinois, on the day of A.D. 19



Given under my hand and Notarial Seal this

21st day of June 1981

I, the undersigned, a notary public, in and for the county and State of Illinois, do hereby certify that OTONIEL AVILA and EMMA AVILA, his wife, 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.

OTONIEL AVILA [Seal] EMMA AVILA [Seal]

* SEE RIDER ATTACHED MADE A PART HEREIN. Witness the hand and seal of the Mortgagor, the day and year first written.

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Property of Cook County Clerk's Office

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RIDER

This Rider, attached to and made part of The Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument") between OTONIEL AVILA AND EMMA AVILA, HIS WIFE (the "Borrower") and Fleet Mortgage Corp. (the "Lender") dated JUNE 21, 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 Borrower, 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 JUNE 21, 19 89.

Otoniel Avila
Borrower OTONIEL AVILA

Emma Avila
Borrower EMMA AVILA, HIS WIFE

THIS INSTRUMENT WAS PREPARED BY:
GREG McLAUGHLIN FOR:

Fleet Mortgage Corp.

10046 SOUTH WESTERN AVE.
CHICAGO, ILLINOIS 60643

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

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