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ISEB LOAN #1002714

State of Illinois

Mortgage

File Case No.
131:5722897-703

This Indenture, made this 17th day of JULY, 19 89, between FRANCISCO H. JAIMEZ AND SEVERIANA JAIMEZ, 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

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 TWO THOUSAND TWO HUNDRED EIGHTY AND NO/100

-----Dollars (\$ 62,280.00)

payable with interest at the rate of TEN AND ONE-HALF per annum (10.5000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

10601 WAZATA BOULEVARD, SUITE 300, MINNETONKA, MINNESOTA 55343

or at such other place as the Mortgagee may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED SIXTY NINE AND 70/100

-----Dollars (\$ 569.70)

on the first day of SEPTEMBER, 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 AUGUST, 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 Warranty 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:

LOT 59 IN BLOCK 138 IN MELROSE, A SUBDIVISION OF LOTS 3, 4 AND 5 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 9, AND SECTION 10 LYING NORTH OF CHICAGO AND NORTHWESTERN RAILROAD GALENA DIVISION ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15-10-102-044

COMMONLY KNOWN AS:
144 NORTH 22ND AVENUE
MELROSE PARK, ILLINOIS 60160

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

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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 program 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.

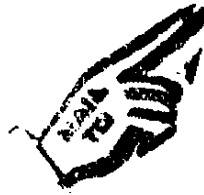
393

WILSON

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THIS INSTRUMENT PREPARED BY:
 ELYN S. BENDER
 OAK BROOK, ILLINOIS

RECORD AND RETURN TO:
 INVESTORS SAVINGS MORTGAGE CORP.
 2311 WEST 22ND STREET
 SUITE 100
 OAK BROOK, ILLINOIS 60521



Property of Cook County Clerk's Office

Book No. _____ Date of Recording _____
 Page _____ of _____
 County, Illinois, on the _____ day of _____ A.D. 1989

Notary Public: _____
 A.D. 1989 JULY _____ day _____
 I, _____ a notary public, in and for the county and State of _____ do hereby certify that _____ and _____ are the persons whose names 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 heretofore.

0028286700

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

FRANCISCO H. JAIMEZ
 SEVERIANA JAIMEZ, HIS WIFE

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of law 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 Mortgagee and shall be paid forthwith to the Mortgagee to be applied thereto 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 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 NINETY (90) days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such eligibility), 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 or 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

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 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 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 advance 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 overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If 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 this conveyance shall be null and void and Mortgagee 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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18-03

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

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DEPT-01
14000 THAM UNIT 17/18/19 1313100
11025 C-2-227740
COMMUNITY SERVICES

Mortgagor _____ Mortgagor _____

Mortgagor FRANCISCO H. JAIMEZ
Mortgagor SEVERIANA JAIMEZ, ETS WIFE

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Assumption Rider.

The Mortgage shall, with the prior approval of the Federal Housing Commissioner, or his designee, do: (a) all or other interests 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 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.

AGREEMENT COVENANT. In addition to the covenants and agreements made in the Security Instrument, Mortgagor agrees to the following:

PROPERTY ADDRESS
134 NORTH 22ND AVENUE, REVERSE PARK, ILLINOIS 60760

THIS ASSUMPTION RIDER is made this 17TH day of JULY 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgage Promissory Note (the "Note") to INVESTORS SAVINGS BANK, F.S.B. located at _____ (the "Mortgagor") of the same date and covering the property described in the Security Instrument and

ASSUMPTION RIDER

ISB LOAN # 1003734
FHA CASE # 131-5772802-703

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