

84320050

19 7 20 0 9

ISB LOWN #1002765

State of Illinois

Mortgage

Not Case No. 1314511069-003

This Indenture, made this 14TH day of JULY, 19 89, between

DANIEL PATINO AND MARILY PATINO, HUSBAND AND WIFE AND GUSTAVO PATINO, SINGLE NEVER MARRIED

Mortgagee, and

INVESTORS SAVINGS BANK, F.S.B., ITS SUCCESSORS AND/OR ASSIGNS

Mortgagee.

a corporation organized and existing under the laws of

THE UNITED STATES OF AMERICA

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

*ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED SEVENTY THREE AND NO/100----- Dollars (\$ 115,173.00)

payable with interest at the rate of *ELEVEN AND NO/100----- per annum (11.0000 %) per annum on the unpaid balance and paid, and made payable to the order of the Mortgagee at its office in

10801 WAYZATA BOULEVARD, SUITE 300, MINNETONKA, MINNESOTA 55343

or at such other place as the order may designate in writing, and delivered the said principal and interest being payable in monthly installments of

*ONE THOUSAND NINETY EIGHT AND 73/100----- Dollars (\$ 1,098.73)

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 first payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST, 19 89.

3103

Now, Therefore, the said Mortgagee, 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 Waiver 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 9 IN BLOCK 14 IN MANERON'S BOULEVARD ADDITION TO IRVING PARK, BEING A SUBDIVISION BY GEORGE T. J. MANERON OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

84320050

13-14-416-027

COMPLETELY KNOWN AS: 4136 NORTH DRACE AVENUE CHICAGO, ILLINOIS 60618

15-20

SEE ASSUMPTION RITEN ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the covenants, incumbrances and appurtenances thereto in anywise and the rents, issues and profits thereof, and all expenses and failures of every kind for the purpose of supplying or distributing gas, 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 lots, and also all the estate, rights, title, and interest of the said Mortgagee in and to said premises.

This form is used in connection with mortgages insured under the owner-occupied four-family program of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (d)) in accordance with the regulations for those programs.

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UD-921184-1

Page 4 of 4



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

THIS INSTRUMENT PREPARED BY:
ROSA BEATY
OAK BROOK, IL

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

Filed for Record in the Recorder's Office of
Cook County, Illinois, on the
day of
A.D. 19

05092868

Given under my hand and Notarial Seal this
day of JULY A.D. 1989
Notary Public
Cook County, Illinois
My Commission Expires 7/25/93

State of Illinois
County of Cook
I, *Notary Public*
Notary Public, in and for the County and State
of Cook County, Illinois, do hereby certify that DANIEL PATINO, SINGLE NEVER MARRIED
and GUSTAVO PATINO, SINGLE NEVER MARRIED
person whose name
I have personally known to me to be the same
person whose name
appeared in the foregoing instrument, appeared before me this day to
sign, seal, and deliver 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.

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

(Seal) DANIEL PATINO
Daniel Patino

(Seal) MARIA PATINO, HIS WIFE
Maria Patino

(Seal) GUSTAVO PATINO, SINGLE NEVER MARRIED
Gustavo Patino

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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 hereby secured, 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 one or more.

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 ineligibility), 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 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 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 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 successors 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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Form 1001 FHA ASSUMPTION RIDER
Revised (2-2-88)

05092368

Property of Cook County Office

Mortgagor (MISTAW PATINO), SINGLE NEVER MARRIED
Mortgagor DANIEL PATINO
Mortgagor MARIA PATINO, HIS 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, debt and all other obligations secured by this Mortgage to be immediately due and payable in full or a part of the principal or other obligations transferred (other than by devise, descent or operation of law) by the Mortgagee, 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.

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Mortgagee and mortgagor further covenant and agree as follows:

PROPERTY ADDRESS

4106 NORTH DRAKE AVENUE, CHICAGO, ILLINOIS 60618

located at (the "Mortgage") of the same date and covering the property described in the Security Instrument and

to secure the Mortgagee's promissory Note (the "Note") to INVESTORS SAVINGS BANK, F.S.B.

Trustor Security Deed (the "Security Instrument") of the same date, even by the undersigned (the "Mortgagor")

1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of

THIS ASSUMPTION RIDER is made this 14th day of JULY

ASSUMPTION RIDER

FHA CASE # 31:5721069-703

ISSUANCE 1002786

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Property of Cook County Clerk's Office

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