CMC # 105806-4

FHA Face No.:

131: 5800539 703

This Indepture, Made this

4th

day of August

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Juan Altamira and Francisca Altamira, his wife-----, Mortgagor, and Crown Mortgage Co.----- , Mortgagor, and a corporation organized and existing under the laws of the State of Illinois ,

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 Fifty Nine Thousand Seven Hundred and No/100ths-------

**(\$** 59,700.00 **)** 

Mortgagee.

Dollars

payable with interest at the rate of Ten per centum ( 10.00-- %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Oak Lawn, Illinois 60453 or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly in-

stallments of Five Hundred Twenty Three and 91/100ths----- Dollars (\$523.91----) on the first day of September 1, 1989, 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

August 1 .20 19

Now, therefore, the said Mortgagor, for the bett it 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 ussigns, the following described Real Estate situate, 'yin's, and being in the county of Cook and the State of Illinois, to wit:

Lot 11 (except the North 15 feet thereof) and the North 5 feet of Lot 12 in Block 9 in the Resubdivision of Blocks 5 v. 10, inclusive, in First Addition to Hulberts St. Charles Road Subdivision, being a Subdivision in the South East 1/4 of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, South of the Indian Boundary Line in Cook County, Illinois. J-A-FA

Permanent Tax Number: 15-08-403-076 430 Geneva, Bellwood, Illinois 60104

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the tenes, 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.

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 Mortgagor does hereby expressly release and waive.

And said Mortgagor covenants and agrees:

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 effected 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 situate, upon the Mortgagor 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 of insurance, and in such amounts, as may be required by the Mortgagee.

This form is used in connection with mortgages innured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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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 promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

And as additional recurity for the payment of the indebtedness aforesaid the blottgagor does hereby assign to the blottgages all the tents, usues, and profits now due or which may herealter become due for the use of the premises hereinabove described.

been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have bies sohnu bingam gaintamet nedt lagioning to muoma offt tenisys cibero a as dqu' sand gnibeoend ed no (d) noineathur rendum acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgages shall apply at the time of the commencehereby, or if the Morigagee acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the providions of subsection (b) of the preceding Development, and any balance remaining in the funds acbecome abligated to pay to the Secretary of Housing and Urban tion (a) of the preceding paraganaph which the Mongages has not the Mottgagor all payments made under the provisions of subsecputing the actionne of such indebtedness, credit to the account of debiedners represented thereby, the Mortgagee shall, in comof the more secured hereby, full payment of the entire inanall tender to the Mortgagee, in accordance with the provisions in urance premiums shall be due. If at any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deliciency, on or before the and payable, then the Mortgagut shall pay to the Mortgagee any premiune, as the cuse may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient however, the monthly payments made by the Mortgagor under made by the Mortgagut, or refunded to the Mortgagot. If, of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mottgagee for subsection to tot the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

Any deficiency in the amount of any such aggregate monthly payment study, unless make good by the Mortgagot priot 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 (4') for each dollat (\$1) for each payment ment more than fifteen (15) days in atteats, to cover the exita expense involved in handling delinquent payments.

- (V) late charges.
- (VI) amortization of the principal of the said note: and
  - (III) sustreet on the note secured hereby;

other hazard memeance premiums;

ci (11) ground reuts, if any, taxes, special assessments, fire, and

Secretary of Housing and Lithan Development, or monthly charge (in lieu of mortgage insurance premium), as the case may

(1) premium charges under the contract of insurance with the

the order set torth:

secured hereby shall be added together and the aggregate amount thereof that here hinds in the hinteagor each month in a single meteof that in the hinteagor each month in a single meteof that he paid by the hinteagor in the following items in

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

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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, plus taxes and assessments next due on the mortgaged property (all as estit tated by the Mortgages) less all sums already paid therefor divides by the number of months to elapse before one month prior to the date when such ground tents, premiums, taxes and assessment will become delinquent, such sums to be held by Mortgagec in trust to pay said ground tents, premiums, taxes and assessment will become delinquent, such sums to be held by

delinquencies or prepayments;

ment are held by the Secretary of Housing and Utban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/2) of one-ball (1/2) per centum of the average outstanding (1/12) of one-ball (1/2) per centum of the average outstanding oblance due on the note computed without taking into account

ment are insured or are reinsured under the provisions of the Mational Housing Act, an amount sufficient to accumulate in the hands of the holder one (1)-mouth prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the Mational Housing Act, as amended, and applicable Regulations thereunder; or Act, as amended, and applicable Regulations thereunder; or (II) If and so long as said note of even date and this instru-

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in her of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

sums Burnoffa)

That, together with, and in addition to, the thought payments of principal and interest payable under the terms of the nois secured hereby, the Mortgagor will pay to the Mortgages, on the first day of each month until the said note is fully paid, the first may also the month until the said note is fully paid, the fillenges that the first day of each month until the said note is fully paid.

on any installment due date.

That privilegu is reserved to pay the debt in whole, or in part,

regions:

And the said blottgagor furner comants and agrees as

It is expressly provided, however (all other provisions of this mortgage to the courtesty notwithstanding), that the Mortgage shall not be required not shall it have the right to pay, duchatge, or remove any tax, assessment, or rax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagot shall, in good faith, contest the same or the whortgagot shall, in good legal proceeding y brought in a court of competent jutisdiction, bitch shall operate to meyen the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said ment, or lien so contested and the said premises in any part thereof is adily the same.

In case of the relusal or neglect of the Morigagor to make such payments, or to satisfy any prior lien or incumbiance other than for taxes or assessments on said premises, or to lateral said premises, or to said premises, or to lateral said premises in good tepair, the Morigagee may pay such taxes, and insurance premiums, when due, and may make such repaire to the property herein mortgaged as in its discretion to the property preservation thereot, and inly moreys so paid or extended shall become so much additional indebteduess, secured by this mortgage, to be paid out of thomal indebteduess, secured by this mortgage, to be paid out of their indebteduess, secured by this mortgage, to be paid out of their by the Shortgaged premises, if not otherwise paid by the Shortgager.

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Witness 1	he hand and seal of the M	ortgagor, the day and year fire		7 4 6 7	•
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Jugii A2	CONTEG	[SEAL]	<del></del>		[SEAL]
State of Tills Covery of		:		8936	57467
that -fre	se name 5 A C C 2 4 signed, scaled and	subscribed to the foregoing delivered the said instrument a land waiver of the right of hor	, his instrument, appeared is their fr	wife, personally know before me this day in p	for the county and State on to me to be the same person and acknowledged for the uses and purposes
	under my hand and Notar	Scheckel  Notary Public, State of Minn My Commission & pares 12/1	Jandia	August Notery Public ce of	, A.D. 1989.
ai	o'dock	County, I	linois, on the	day of	A.D. 19
Croini i 6131 w	OC. PREPARED BY: ST MORTGAGE CO. EST 95th STREET WM, ILLIMOIS 6045	isan C. Block		277-01 194449 Trun 1425	\$15.0 6 08/09/89 11:30:00 89-367467
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All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in taxor of and in form acceptable to the Mortgagee. In event of loss Morteagor will give immediate notice by mail to the Mortgagee, who may make proof 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 Mortgager instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mongagee 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.

The if the premises, of any part thereof, be condemned under any post of emment 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 the or not.

The Mortgagor further agrees that should in mortgage and the note secured hereby not be eligible for insurance under themNational Housing Act within property payedays from the date hereof) written statement of any infiner of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the: This 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 oftion, declare all sums secured hereby immediately due and payable.

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 to 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 resits, 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 protec-

Whenever the said Morreagee 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 morrgage in a subsequent morrgage, the said Morrgage, 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 taid maintain such insurance in such amounts as shall have been required by the Morrgagee; lease the said premises to the Mortgaget or others upon such terms and conditions, enfort within or beyond any period of redemption, as are approved by the count; collect and receive the rents, issues, and profits for the use of the premises hereinahove 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 indebteuness 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 pursiance of any sale, and conveyance, including attenties, solicitors, and ste tographers' fees, outlays for documentary evidence and cost of and 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 seamed hereby, from the time such advances are made; (3) all the covered interest remaining any aid on the indebtedness hereby sociated, (4) all the said principal money remaining unitard. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortpagor shall pay said tote it the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this consequence shall be nill 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 wasses the benefits of all statutes or laws which require the eather 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 Mortgageor shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall haid, and the benefits and advantages shall inner, to the tespective here, executors, administrators, successors, and assigns of the pairties herein. Wherever used, the singular number shall include the plural the plural the singular, and the massatine gender shall radiate the feminine.

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Attached	l to	and	made	8	part	o£	the	PHA	Mortgage	date	sq Yndne	+ 4		<del></del> ,	19	89	.•
between	Crov	m Mo	ortga	ze	Co.,	moi	tga	gee .	and <u>Jua</u>	n_ <u>Al</u> +	amira a	nd F	rancis	ica			
Altamii	ra.	his	wife								as mon	ctga	gor				

The mortgage shall, with the prior approval of the Federal Bousing Commissioner, or his designed, 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 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. (If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")

Juan Altamira

Francisca Altamira, his wite

Revised: March 4, 1989