State of Illinois

Mortgage

FHA	Cese	No.					
	13	1-1	5 Q	70	93	a	

This Indenture, made this

24TH

day of **JANUARY**

WILLIE A. DAVIS

MARRIED TO SEBRONELLA HOWARD-DAVIS

Mortgagor, and

INCORPORATED DRAPER AND KRAMER,

ILLINOIS a corporation organized and existing under the laws of

, Mortgagec.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note hearing even EIGHTY EIGHT THOUSAND TWO HUNDRED THIRTY AND 00/100 date herewith, in the principal sum of Dollars (\$

88,230.00

payable with interest an the rate of TEN AND ONE-HALF

10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in per centum 1 CHICAGO, ILLINOIS

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of EIGHT HUNDRED SEVEN AND 31/100

, 19 90 , and a like sum on the first day of each and every month thereafter until the note on the first day of MARCH 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 FEBRUARY

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 Morigage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

LOT 261 IN CREEKSIDE SUBDIVISION PHASE III, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX IDENTIFICATION NUMBER:

31-17-318-018

6836 Sunflowe

Matteson, 21

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 Une-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Previous edition may be used until supplies are exhausted

-4A(IL) (8703)

HUD-92116-M.1 (9-86 Edition) 24 CFR 203 17(a)

gagee in trust to pay said ground rents, premiums, taxes and assessments will become definiquent, such sums to be held by Mortto the date when such ground rents, premiums, taxes and divided by the number of months to elapse before one month prior estimated by the Mortgagee) less all sums already paid therefor taxes and assessments next due on the mortgaged property (all as and other hazard insurance covering the mortgaged property, plus premiums that will next become due and payable on policies of tire

of each month until the said note is fully paid, 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

(a) A sum equal to the ground tents, if any, next due, plus the

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

And the said Mortgagor further covenants and agrees as follows:

That he will promptly pay the principal of and interest on the

become due for the use of the premises hereimbove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all And as Additional Security for the paymen of the indebtedness

immediate 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 Mortgagee and

ment of which has not been made hereinbefore. All insurance shall

ly, when due, any premiums on such insurance provision for pay-

periods as may be required by the Mortgagee and will pay prompthazards, casualites and contingencies in such amounts and for such

from time to time by the Mortgagee against loss by fire and other

That He Will Keep the improvements now existing or hereafter

erected on the mortgaged property, insured as may be required

be carried in companies approved by the Mortgagee and the

the amount of principal then remaining any in under said note. under subsection (a) of the preceding prograph as a credit against acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgagee shall apriy, at the time of the commence hereby, or if the Mortgages acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If theer shall be a default under any of the provisions cumulated under the provisions of subsection (a) of the preceding count of the Mor gagor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the entire 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 accorir its, taxes, assessments, or insurance premiums shall be due. If at ocliciency, on or before the date when payment of such ground shall pay to the Mortgagee 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 Mortgagor. If, however, the munthly apail be credited on subsequent payments to be made by the Mortisuch excess, if the loan is current, at the option of the Mortgagor. taxes, and assessments, or insurance premiums, as the case may be of the payments actually made by the Mortgagee for ground rents. subsection (a) of the preceding paragraph shall exceed the amount to the other managements are the preceding paragraph shall exceed the amount and to if the total of the payments made by the Mortgagor under

involved in handling delinquent payments. more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments. not to exceed four cents (4¢) for each dollar (51) for each paymen 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.

(iv) late charges.

(iii) amortization 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

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

special assessments; and

thereof to satisfy the same. contested and the sale or lotteiture of the said premises of any part operate to prevent the collection of the tax, assessment, or lien so ceedings brought in a court of competent jurisdiction, which shall situated thereon, so long as the Mortgagor shall, in good faith, con-It is expressly provided, however (all other provisions of this

test the same or the validity thereof by appropriate legal propremises described herein or any part thereof or the improvement or remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee Mortgagor.

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 additional inmay deem necessary for the proper preservation thereof, and say assessments, and insurance premiums, when due, and my make premises in good repair, the Mortgagee may pay such taxes, that for taxes or assessments on said premises, or to teep said payments, or to satisfy any prior lien or inclinitionee other than

such repairs to the property herein mortgaged as in its discision it in case of the refusal or neglect of the Maragor to make such

Mortgagee.

of insurance, and in such amounts, as may be required by the debiedness, insured for the benefit of the Mortgagee in such forms time be on said premises, during the continuance of said inthere 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 county, town, village, or city in which the said or assessment that may be levied by authority of the State of IIcient to pay all taxes and assessments on said premises, or any tax hereinaiter provided, until said note is fully paid, (1) a sum suffimen to attach to said premises; to pay to the Mortgagee, as instrument; not to suffer any lien of mechanics men or material thereof, or of the security intended to be effected by virtue of this

To keep said premises in good repair, and not to do, or permit to And Said Mortgagor covenants and agrees:

be done, upon said premises, anything that may impair the value

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 applurenances and fixtures, unto the said Mortgagee, its successors To Have and to Hold the above-described premises, with the

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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 fore closure 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 hereov remaining unpaid, are hereby assigned by the Mortgager to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by " on account of the indebtedness secured hereby, whether due of not

The Mortgagor Further Agrees the should this mortgage and the note secured hereby not be eligible or insurance under the National Housing Act, within days from the date hereof twritten statement of an 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 aid note and this mortgage being deemed conclusive proof of such incliquitive, 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 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 Morigagee 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 Mortgageor 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 Mortgage 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 nursuance of any such decree: (1) All the costs of such suit or suits advertising, sale, and conveyance, including attorneys', solicitor', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moreys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth the note secured hereby, from the time such advances are made, (3) all the accrued interest remaining unpaid on the indebted as hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then so paid to the Mortgagor.

If the Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comily with, and duly perform all the covenants and agreement her in then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by highlagor, 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.

* SEE THA ASSUMPTION POLICY RIDER ATTACHED

		MER, INCORPORATED	DENDER NO KEN
		T PREPARED BY:	THIS INSTRUMEN
000			
61 . . G.A	To yeb	County, Allinois, on the ecorded in Book of	at o'clock m., and dully n
	in the Recorder's Office of		Doc. No.
Notary Public	mm/L	Jelic. State of Illinois siblic. State of Illinois siblic.	M Votaton
06 61 av. Lin	anten (ABP)	PACKALINGE IL!	Given under my hand and Notes
ally known to me to be the same to appeared before me this day in at a BIS	LUD SEBRONELLA HOWARD-DA - ************************************	ue Signed, seal	County of County of THE UNDEXCITCH atoresaid, Do Hereby Certif That and person whose name IS person and acknowledged that Hereby County act for the uses a free and voluntary act for the uses a free act for the uses a free act for the uses a free act for the use and act for the use act for the use and act for the use act
			State of Illinois
IVING HOMESTEAD	PURPOSE OF WA	(IBOS)	WILLIE A. DAVIS
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	пэнцен:	Mortgagor, the day and year firs	oils to isse bus band and sessiff.

CHICAGO, ILLINOIS 60603



FHA ASSUMPTION POLICY RIDER

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 24TH day of JANUARY, 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to DRAPER AND KRAMER, INCORPORATED

(the "Mortgagee") and covering the property described in the Instrument and located at:

6336 SUNFLOWER DRIVE MATTESON , IL 60443

(Property Address)

AMENDED COYENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further coverant and agree as follows:

The Mortgagee 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 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 24 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.

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

Mortgago		Mortgagor	
(Sea		(Seal)	ILLIE A. DAVIS
Mortgago (Sign Original Only	Op.	Mortgagor	
	TS		
Ox			

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RIDER "B"

"THE MORTGAGEE SHALL, IF PERMITTED BY APPLICABLE LAW AND WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING COMMISSIONER, OR HIS OR HER DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE IF ALL OR PART OF THE PROPERTY IS SOLD OR OTHERWISE TRANSFERRED (OTHER THAT BY DEVISE OR DESCENT) TO A PURCHASER OR GRANTEE WHO DOES NOT OCCUPY THE PROPERTY AS HIS OR HER PRINCIPAL OR SECONDARY RESIDENCE, OR TO A PURCHISER OR GRANTEE WHO DOES SO OCCUPY THE PROPERTY BUT WHOSE CREDIT OVE. HAS NOT BEEN APPROVED IN ACCORDANCE WITH REQUIREMENTS OF THE COMMISSIONER. "

(BORROWER)

(BORROWER)

T\$1111 TRAN 6905 01/30/90 11:02:00 \$5775 \$ A #-90-048373 COOK COUNTY RECORDER

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