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State of Illinois

MORTGAGE

FHA Case No.
131:6523208-703

Loan # 650837-5

THIS MORTGAGE ("Security Instrument") is made on

October 3rd, 1991

The Mortgagor is

DEBORAH R. MONTARI, MARRIED

DEPT-41 RECORDING #17.29
 #2222 TRAN 2326 10/07/91 11:47:00
 #3559 # B * 71 521742
 COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to

ALLIANCE MORTGAGE CORPORATION

which is organized and existing under the laws of address is

THE STATE OF ILLINOIS

and whose

4413 ROOSEVELT ROAD - SUITE 102A, HILLSIDE, ILLINOIS 60162

("Lender"). Borrower owes Lender the principal sum of

Forty-nine thousand forty-five and NO/100 -----

Dollars (U.S. \$ 49,045.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1st, 2021

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 44 IN BLOCK 18, IN GROSS CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN 25-01-424-029 VOLUME 280 which has the address of Illinois 60617

9320 SOUTH YATES [Zip Code] ("Property Address");

CHICAGO [Street, City],

FHA Illinois Mortgage - 2/91

1729

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My Commission Expires 7/9/95
Notary Public, State of Illinois
KELLI KING
"OFFICIAL SEAL"

Page 6 of 6

This instrument was prepared by: ROSIE LOPEZ

My Commission Expires:

[Signature]
Notary Public

October 3rd 1991 day of

Given under my hand and official seal, this 3rd

signed and delivered the said instrument as HE/HIS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he /she personally known to me to be the same person(s) whose name(s)

and MOHAMED MUNTARI, DEBORAH R. MUNTARI, MARRIED, her husband,

STATE OF ILLINOIS, County ss: Cook

91521742

HAS EXECUTED THIS MORTGAGE FOR THE SOLE PURPOSE OF THE WAIVER OF HOMESTEAD RIGHTS

[Signature]

Borrower (Seal) _____
Borrower (Seal) _____
DEBORAH R. MUNTARI, MARRIED (Seal) _____

[Signature]
Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

Condominium Rider
 Planned Unit Development Rider
 Graduated Payment Rider
 Growing Equity Rider
 Other [Specify]

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.



RECORD AND RETURN TO:
ALLIANCE MORTGAGE CORPORATION
413 ROOSEVELT ROAD, SUITE 100
HILLSIDE, ILLINOIS 60162

RECORD AND RETURN TO:
ALLIANCE MORTGAGE CORPORATION
4413 ROOSEVELT ROAD, SUITE 107
HILLSIDE, ILLINOIS 60162



20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Condominium Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Deborah R. Muntari (Seal)
DEBORAH R. MUNTARI, MARRIED -Borrower

Mohammed Muntari

____ (Seal)
____ -Borrower

MOHAMMED MUNTARI
HAS EXECUTED THIS MORTGAGE FOR THE SOLE
PURPOSE OF THE WAIVER OF HOMESTEAD RIGHTS (Seal)
____ Borrower

____ (Seal)
____ -Borrower

STATE OF ILLINOIS,

Cook County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that **DEBORAH R. MUNTARI, MARRIED,**

and **MOHAMMED MUNTARI**, her husband, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this 3rd day in person, and acknowledged that signed and delivered the said instrument as HER/HIS free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 3rd day of October 1991

My Commission Expires:

Kelli King
Notary Public

This Instrument was prepared by: **ROSIE LOPEZ**
-4R(IL)



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Page 1 of 6 VMP MORTGAGE FORMS (11/12/93-8100) (800)521-7281

FHA Illinois Mortgage - 2/91

(Street, City),

CHICAGO

Zip Code ("Property Address"):

9320 SOUTH YATES

60617

Illinois which has the address of

PIN 25-01-424-029 VOLUME 280

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LOT 44 IN BLOCK 18, IN GROSS CALMET HEIGHTS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

described property located in COOK County, Illinois: Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, monthly payments, with the full debt, if not paid earlier, due and payable on November 1st, 2021. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for Dollars (U.S. \$) 49,045.00

Forty-nine thousand forty-five and NO/100 ("Lender"). Borrower owes Lender the principal sum of address is 4413 ROOSEVELT ROAD - SUITE 102A, HILTSIDE, ILLINOIS 60162 THE STATE OF ILLINOIS and whose which is organized and existing under the laws of

ALLIANCE MORTGAGE CORPORATION COOK COUNTY RECORDER

DEPT #1 RECORDING \$17.29 TRN 9326 10/07/91 11:47:00 #3357 # B * 71 521742

DEBORAH R. MUMFORD, MARRIED

October 3rd, 1991 The Mortgagor is

THIS MORTGAGE ("Security Instrument") is made on

Loan # 650837-5

131:6523208-703

FHA Case No.

MORTGAGE

State of Illinois

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note;
- Fifth, to late charges due under the Note.

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19. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

18. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

16. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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Property of Cook County Clerk's Office

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19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
 Second, to any taxes, special assessments, leasehold payments of ground rents, and fire, flood and other hazard insurance premiums, as required;
 Third, to interest due under the Note;
 Fourth, to amortization of the principal of the Note;
 Fifth, to late charges due under the Note.

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

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If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

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2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments of ground rents on the Property, and (c) premiums for any insurance required by paragraph 1.

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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