

State of Illinois

Mortgage

131:	203/244
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72-07-674-N

This instrument, Made this 21st day of July, 1989, between

Miguel Aguilar and Linda Aguilar, his wife, Mortgagee, and
Crown Mortgage Co., Mortgagor, and

a corporation organized and existing under the laws of The State of Illinois
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 Forty Six Thousand Seven Hundred Fifty and No/100ths

(\$ 46,750.00) Ten and Dollars
payable with interest at the rate of One Half per centum (10.50 %) 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 Four Hundred Twenty Seven and 64/100ths Dollars (\$427.64)
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, 1991.

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the perfor-
mance 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, here, and being in the county of Cook
and the State of Illinois, to wit:

**LOT 3 IN ERICKSON'S SUBDIVISION OF THE NORTH 156 FEET MEASURED AT RIGHT
ANGLES TO THE NORTH LINE OF LOTS 2, 3, 4 AND 5 IN THE SUBDIVISION OF
LOTS 7, 8, 9 AND 10 IN RYK BLANKENSTYNS SUBDIVISION OF THE EAST 1/2 OF
LOT 11 IN SCHOOL TRUSTEE'S SUBDIVISION IN SECTION 16, TOWNSHIP 36
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH
THAT PART OF LOT 16 IN SCHOOL TRUSTEE'S SUBDIVISION AFORESAID DESCRIBED**

**AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 10; THENCE
RUNNING WEST 13.46 CHAINS; THENCE NORTH 4.82 CHAINS; THENCE EAST 11.42
CHAINS; THENCE SOUTH 23 DEGREES EAST 5.24 CHAINS TO THE POINT OF
BEGINNING (EXCEPT FROM AFORESAID LOT 5 THAT PART DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE
NORTH LINE OF SAID LOT 5, A DISTANCE OF 76.36 FEET; THENCE SOUTH AT
RIGHT ANGLES TO THE NORTH LINE OF SAID LOT, A DISTANCE OF 159.0 FEET TO
A POINT; THENCE WEST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 5
TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG THE
WEST LINE OF SAID LOT TO THE NORTH WEST CORNER OF SAID LOT 5, WHICH IS
THE POINT OF BEGINNING, ACCORDING TO PLAT OF SAID ERICKSON'S
SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK
COUNTY, ILLINOIS ON OCTOBER 22, 1957 AS DOCUMENT 1765143.**

601 E. 150th Street, Harvey, Illinois 60426

Government Tax Index Number: 29-16-317-015-0000 (11) Vol. no. 388

release and warrant.
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
the said land is situated; (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 re-
quired by the Mortgagee.

834142

3812806

This form is used in connection with mortgages insured under the one- to four-family program of the National Housing Act which provide
for periodic mortgage insurance premium payments.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any period for or reimbursement other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property being mortgaged as in his discretion may seem necessary for the proper preservation thereof, and any money so paid or expended shall become so much added to the principal indebtedness secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement thereon, so long as the Mortgagee shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings, or in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises in any part thereof, to satisfy the same.

And the said Mortgagee, his heirs, assigns and agents as follows:

That privilege is reserved to pay the debt, in whole, or in part, in any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An annual sum sufficient to provide the holder hereof will funds to pay the next mortgage insurance premium if the insured and the mortgaged property are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(1) If and to the extent as said note of even date and this instrument are insured, an amount sufficient to accumulate in the hands of the holder one (1) month 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 National Housing Act, as amended, and applicable Regulations thereunder; or

(2) If and to the extent as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rent, if any, next due, plus 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 (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rent, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and special assessments; and

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

secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(2) Ground rent, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(3) Interest on the note secured hereby;

(4) Amortization of the principal of the said note; and

(5) Late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior 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 (¢) for each dollar (\$) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagee under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rent, taxes, and assessments, or insurance premiums, as the case may be, with excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rent, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing an amount of such indebtedness, credit to the account of the Mortgagee all payments made under the provisions of subsection (a) of the preceding paragraph, which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee shall, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then owing unpaid under said note and shall properly adjust any payment which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness hereunder the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises heretofore described. 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 policies for payment of which has not been made heretofore.

3812806

UNOFFICIAL COPY

H10-2218M10-85 Ed. Rev. 24 CFR 203.17(a)

Previous Editions Obsolete

This form is used in connection with mortgages insured under the one-to-four-family program of the National Housing Act which provides for periodic mortgage insurance premium payments.

91082181

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 purpose and use 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 Mortgagee does hereby expressly release and waive.

And said Mortgagee 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 impact 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 situated, upon the Mortgagee or 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 form of insurance, and in such amounts, as may be required by the Mortgagee.

834142

together with all and singular the covenants, conditions and appurtenances thereto in anywise affecting the premises, fixtures and other things and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the covenants, rights, title, and interest of the said Mortgagee in and to said premises.

The above-described premises, together with all and singular the covenants, conditions and appurtenances thereto in anywise affecting the premises, fixtures and other things and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the covenants, rights, title, and interest of the said Mortgagee in and to said premises, are hereby conveyed unto the said Mortgagee, its successors and assigns, forever, for the purpose and use 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 Mortgagee does hereby expressly release and waive.

The above-described premises, together with all and singular the covenants, conditions and appurtenances thereto in anywise affecting the premises, fixtures and other things and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the covenants, rights, title, and interest of the said Mortgagee in and to said premises, are hereby conveyed unto the said Mortgagee, its successors and assigns, forever, for the purpose and use 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 Mortgagee does hereby expressly release and waive.

payable to the order of the Mortgagee, with interest thereon at the rate of _____ per annum on the unpaid balance until paid, and made payable in _____ Dollars (\$427.64) on the first day of _____, 1989, and thereafter until the note is fully paid, except _____

Witnesseth: That the above-described premises, together with all and singular the covenants, conditions and appurtenances thereto in anywise affecting the premises, fixtures and other things and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the covenants, rights, title, and interest of the said Mortgagee in and to said premises, are hereby conveyed unto the said Mortgagee, its successors and assigns, forever, for the purpose and use 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 Mortgagee does hereby expressly release and waive.

The loan was made this 21st day of July, 1989, between Miguel Aguilar and Linda Aguilar, his wife, Mortgagee, and Crown Mortgage Co., a corporation organized and existing under the laws of the State of Illinois, Mortgagee.

State of Illinois
 Mortgage
 3812806
 CMC 105641-5
 203/244
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72-07-674-N

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion may deem necessary for the proper preservation thereof, and any money so paid or expended shall become so much additional indebtedness secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee on the first day of each month until the said note is fully paid, the following sums:

(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 lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder on the (1) month 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 National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurances covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

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

secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby;

(IV) amortization of the principal of the said note; and

(V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior 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 dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall fail to pay to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagor has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagor acquire the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

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 heretofore.

3812806

UNOFFICIAL COPY

Attached to and made a part of the FHA Mortgage dated July 21st 1989,
between Crown Mortgage Co., mortgagee and Miguel Aguilar and Linda Aguilar, his wife
_____ as mortgagor

The mortgagor 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 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.")

Miguel Aguilar
Miguel Aguilar

Linda Aguilar
Linda Aguilar, his wife

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All insurance shall be carried in companies approved by the Mortgagee and the policy and renewal thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee as 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 rights, title and interest of the Mortgagee 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 contained 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 Mortgagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagee further agrees that should the mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within NINETY DAYS from the date hereof) within reasonable or authorized agent of the Housing and Urban Development Department of the Secretary of Housing and Urban Development dated and subject to the NINETY 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 undivided and pay the same.

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 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 (hereafter, either before or after sale, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, 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 application 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 borrower, 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 remaining.

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 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 highest bidder or enter upon with terms and conditions, either with or without any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises heretofore 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 remittance 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 proceeding, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall be deemed to 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 sale, attorney's fees, and conveyance, including attorney's, notary, and scribe's fees, outlays for documentary evidence and cost of abstract and examination of title; (2) all the amounts 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 unpaid interest remaining unpaid on the indebtedness hereby secured, (4) all the principal sum with interest remaining unpaid, the costs of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagee shall pay said tax at the time and in the manner stipulated and shall abide by, comply with, and duly perform all the covenants and agreements herein, then the conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, cause a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier redemption 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 borrower or any assignor, the original liability of the Mortgagee, or any assignor, shall be extended, and the Mortgagee shall have, to the extent of the benefit and advantages that may, in the respect be an executor, administrator, successor, and assigns of the parties hereto, and the Mortgagee shall include the principal the singular, and the masculine gender shall include the feminine.

3842806

UNOFFICIAL COPY

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

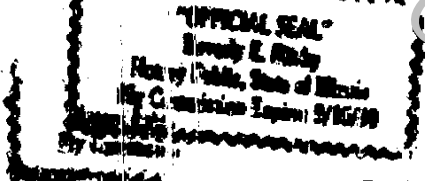
Miguel Aguilar (SEAL)
Miguel Aguilar

Linda Aguilar (SEAL)
Linda Aguilar, his wife

State of Illinois)
County of Cook)

I, the undersigned Miguel Aguilar, a notary public, in and for the county and State of Illinois, do hereby certify that Miguel Aguilar and Linda Aguilar, his wife, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, set out, 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 homestead.

Given under my hand and seal of office this 21 day of July, A.D. 1989.



Beverly E. Rudy
Notary Public

Doc. No. _____ Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____ A.D. 19____
at _____ o'clock _____ m., and duly recorded in Book _____ of _____ page _____

THIS DOC. PREPARED BY: Tiffany Bonarigo
CROWN MORTGAGE CO.
6131 WEST 95TH STREET
OAK LAWN, ILLINOIS 60453

CHICAGO TITLE INS.
72-07-674

Submitted by _____
3812806

CAROL ROSELEY BRAUN
REGISTRAR OF TITLES
JUL 27 PM 2:45

1336263
2
IN DUPLICATE