

Debbie A Brown
Subscribed and sworn to me this 21st day of October 1989

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO., CITY, STATE)
1979	Oct. 1985	CRT Clerk	Allied Van Lines	Brookfield IL

Affiant further states that during the last 10 years, affiant has had the following occupation and business addresses and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
Feb 10 1984 Present	Feb 10. 1984	1524 Oak Park	Brown	Illinois
July 4, 1984	Feb 10. 1984	2416 Clarence	Brown	Illinois
1967	July 1981	2817 S. Austin	Chicago	Illinois

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

Affiant further states that my are no United States Tax Liens against paper and that there social security number is 354-64-0647

county & state _____
case _____
date of decree _____

4. divorced from _____
said marriage having taken place on July 4, 1981

3. married to Keoneth J Brown

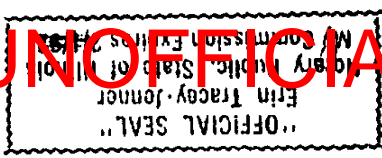
2. the widow(er) of _____
1. has never been married

is 27 years of age and Debbie A Brown being duly sworn, upon oath states that I

State of Illinois }
County of Cook }

FEDERAL TAX LIEN AFFIDAVIT
(PLEASE PRINT OR TYPE)

UNOFFICIAL COPY



FORM 4084

Kenneth James Brown
day of *October* 19 *89*

Subscribed and sworn to me this

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO., CITY, STATE)
JULY 1984	TO PRESENT	PRODUCTION SUPERVISOR	BRESOURC USA INC	5001 S. HARLEM CHICAGO IL 60638
MAY 1981	JAN. 84	PACKAGING SUPERVISOR	LAKE RIVER CORP.	5001 S. HARLEM CHICAGO IL 60638
AUG. 1976	MAY. 81	TU. REPAIR	PERVUD WHITESAKE FEERTWINES	5001 S. HARLEM CHICAGO IL 60638

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
FEB 10 th 1984	TO PRESENT	1541 S OAK PARK	BEDEVIL	IL
JULY 1981	FEB 9 th 1984	2416 S. CLEARAKE	BEDEVIL	IL
DEC 1976	JULY 1981	1133 S. KIDDERMAN	OAK PARK	IL

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

Affiant further states that _____ social security number to _____ and that there are no United States Tax Liens against _____

country & state _____
case _____
date of decree _____

4. divorced from _____
said marriage having taken place on _____

3. married to *DEBBIE A BROWN*

2. the widower of _____
1. has never been married

is _____ years of age and

KENNETH JAMES BROWN being duly sworn, upon oath states that *HE*

State of Illinois }
County of Cook }

FEDERAL TAX LIEN AFFIDAVIT
(PLEASE PRINT OR TYPE)

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

Together with all and singular the covenants, conditions, restrictions, and appurtenances thereto 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 Mortgagee in and to said premises.

Item # 16-19-131-033 Also known as 1524 SOUTH OAK PARK AVE., BERNY, ILLINOIS 60402

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HERewith IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

LOT 12 (EXCEPT THE NORTH 6 FEET THEREOF) AND LOT 13, IN WATLACK'S SUBDIVISION OF BLOCK 56 IN THE SUBDIVISION BY THE UNION MUTUAL LIFE INSURANCE COMPANY, IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Now, Therefore, the said Mortgagee, 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 Mortgage and Warranty unto the Mortgagee, his successors or assigns, the following described Real Estate situated, lying, and being in the county of COOK and the State of Illinois, to wit:

1020 31st Street Suite 401, Downers Grove, Illinois 60515
Five hundred thirty-six and 04/100 Dollars (\$ 536.04)
on the first day of December 01, 1989, and a like sum on 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 November, 2019.

Midwest Funding Corporation
a corporation organized and existing under the laws of the State of Illinois
Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Fifty-eight thousand six hundred and NO/100 Dollars (\$ 58,600.00)
payable with interest at the rate of Ten and one half per centum (10.5000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

This Indenture, made this 24th day of October, 1989, between KENNETH J. BROWN and DEBBIE A. BROWN, his wife

FHA Case No. 131:586 0113 - 703

Mortgage

Loan # 017651-6

3806531

State of Illinois

3806531

Not Identified

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 prompt (b) when due, any premiums on such insurance provision for payment of which has not been made hereinafter. 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 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

And as Additional Security for the payment of the indebtedness aforesaid 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 hereinabove described.

And the said Mortgagee further covenants and agrees as follows: That he will promptly pay the principal of and interest on the mortgage herein provided. 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 Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) 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 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 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

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(b) When due, any premiums on such insurance provision for payment of which has not been made hereinafter. 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 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

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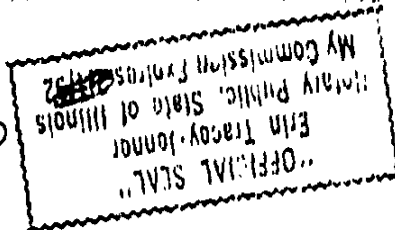
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Handwritten notes and initials in the right margin.

This instrument was prepared by Midwest Funding Corporation
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

Commission Expires



[Handwritten Signature]
Notary Public
9-193

Given under my hand and official seal, this _____ day of _____, 1989

said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth,

appeared before me this day in person, and acknowledged that the X signed, read and delivered the

personally known to me to be the same person S whose name S subscribed to the foregoing instrument,

that KENNETH J. BROWN and DEBBIE A. BROWN, HIS WIFE

(, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY

SS

[Handwritten Signature]
State of Illinois

Borrower _____ Date _____

Borrower _____ Date _____

Borrower DEBBIE A. BROWN Date October 24, 1989

Borrower KENNETH J. BROWN Date October 24, 1989

"12 months" _____

The mortgage 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 no 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

All FHA Mortgages - Effective 12/01/86

FHA MORTGAGE ACCELERATION CLAUSE

CASE# 131-586-0113

LOAN# 012651-6

1359383

of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness 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 hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied on account of the indebtedness secured hereby, whether due or not.

The Mortgagor Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days' time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagor's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And There Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suit, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

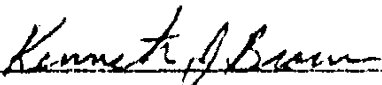
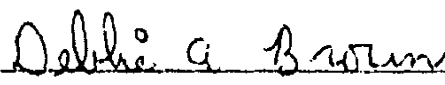
If the Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any 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.

UNOFFICIAL COPY

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

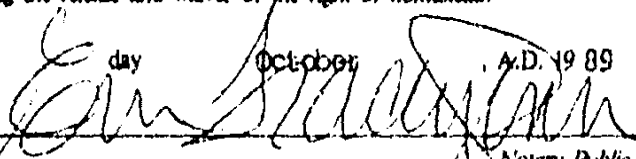
 (Seal)  (Seal)
 KENNETH J. BROWN DEBBIE A. BROWN
 _____ (Seal) _____ (Seal)

State of Illinois

County of DeWitt

I, **THE UNDERSIGNED**, a notary public, in and for the county and State aforesaid, Do Hereby Certify That **KENNETH J. BROWN and DEBBIE A. BROWN, His Wife** and ~~XXXXXX~~ personally known to me to be the same person whose name **S ARE** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **THEY** signed, sealed, 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 Notarial Seal this 24th day of October, A.D. 19 89


 Notary Public.

Doc. No. _____, Filed for Record in the Recorder's Office of _____
 County, Illinois, on the _____
 at _____ o'clock _____ m., and duly recorded in Book _____ of _____ Page _____

"OFFICIAL SEAL"
 Linn Tracey-Jenner
 Notary Public, State of Illinois
 My Commission Expires 2-1-92

A.D. 19 9-1-93

PREPARED BY: DEBBIE L. FUNDUKIAN
 RETURN TO: MIDWEST FUNDING CORPORATION
 1020 31ST STREET, SUITE 401
 DOWNERS GROVE, ILLINOIS 60515

3836531
 3836531
 3836531

REGISTRAR OF TITLES
 CAROL HOSELEY BRAUN
 1989 OCT 30 PM 4:40

Submitted by _____
 3836531
 Duplicate Trust
 G.I.T.
 GREATER ILLINOIS TITLE COMPANY
 BOX 118
 # 478199