UNOFFIGIAL!

MORTGAGE

The form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

INDENTURE, Made this 22NB 'ŘONÁLD F. WIRTH, A BACHELOR

day of NOUFMEER

. 1985

. between

RESIDENTIAL FINANCIAL CORP. a corporation organized and existing under the laws of

NEW JERSEY

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 FIFTY-THREE THOUSAND, TWO HUNDRED AND 00 /100

Dollar (\$

53,200.00

ELEVEN AND ONE-HALF

payable with interest at the rate of /|//|//|per centum (11,500 to the order of the Mortgagee at its office in

%) per annum on the unpaid balance until paid, and made payable

1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470 place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FIVE HUNDRED TUENT/-SIX AND 84 /100

Dollars (\$

) on the first day 526.84

of JANUARY . 1986 , 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 s.d interest, if not sooner paid, shall be due and payable on the first day of DECEMBER

NOW, THEREFORE, and aid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and agn ments herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following de crived Real Estate situate, lying, and being in the County of COOK and the State of Illinois, to wit:

UNIT D IN BUILDING 6 AS DELINEATED ON THE SURVEY OF HERITAGE MANOR FALATINE CONDOMINIUM OF PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HERFINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "?" TO THE DECLARATION OF CONDOMINIUM MADE BY BUILDING SYSTEMS HOUSING CORPORATION, A CORPORATION OF OHIO, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON DECEMBER 21, 1972 AS JOCUMENT NUMBER 22165443, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS ONDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCE) ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DESIMED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, I'LLINDIS. SEE ATTACHED "PREPAYMENT OPTION RIDER" MADE A PART JEREOF

SEE ATTACHED " CONDOMINIUM RIDER" MADE A PART HEREOF.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereun's thinging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of suppyling or distributing heat, light, water, or priver, 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, an interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the small interesting the second sec assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homi stead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

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 it may deem necessary for the proper preservation thereof, and any moneys 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.

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in the second	County, Illinole, on the
and the profit of the first of the state of	OOC. NO. , Filed for Record in the Recorder's Off
aller and	My Connfinder Expires July 29, 1368,
THE WONEHBER	OIVEN under my hand and Notarial Seet this 22ND
and delivered the said instrument as HIS free and voluntary sot of the right of homestead.	this day in person and actnowledged that Fig. selecte and waive for the uses and purposes therein set forth, including the release and waive
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	Do Hereby Certify That ROHALD F. WIRTH, A BACHELOR
, a notery public, in and for No. With the State aforested,	county of Cook to undersigned
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A CONTRACTOR CONTRACTO	21V1B OF ILLINOIS
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(sevt)	CONALD F. WIRTH
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has, the Mortgages shall have the right instruction to foreolose this mortgage, and	
	actived interest thereon, shall, at the election of the Mortgages, without not

AND the said Mortgagor further convenants and agrees as follows:

* * * SEE ATTACHED PREPAYMENT OPTION RIDER

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:

- 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:
 - (1) If and so long as said note of even day 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 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
 - (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 or is anding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sun, equal to the ground cents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance of vering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums alrea by p id therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments vill become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special
- (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:
 - (1) premium charges under the war it 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 ssess tents, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; (IV) amortization of the principal of the said w.

Any deficiency in the amount of any such aggregate mont ity in ment 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 viortgagee 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 he preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premium, 73 the case may be, such excess, if the loan is current, at the option of the Mortgagor, 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 grow 3: nts, 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 '40' gagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premire, a shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indeb edness 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 Mortgagee has not become obligated to pay to the Secretary of Housing and Urban O real pment, 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 acquires the property otherwise after default, in 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 fur a 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 as ion to 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 montgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgager will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgager, and each insurance company countries. who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the 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 Mortgager 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 MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within ninety 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 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 immediately due and payable.

Aropenty of Coof County Clerk's Office

85296191

THA MORTGAGE RIDER

The Rider dated the 22ND day of NOVEMBER , 1985 , amends the mortgage of even date by and between:

RONALD F. WIRTH, A BACHELOR

the Mortgagor, and RESIDENTIAL FINANCIAL CORF. as follows:

, the Mortgagee,

1. In Palagraph one on page 2, the sentence which reads as follows is deleted:

"that privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, or the first day of any month prior to maturity: Provided, however, that a written notice notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

2. Paragraph one on page 2, is amended by the addition of the following:

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

IN WITNESS WHEREOF, RONALD F. WIRTH, A BACHELOR

has	set	his	hand	and	seal	the	ROMALU F. WIRTH (SEAL)
							(SEAL)
							(SEAL)
							C(SEAL)

Signed, sealed and delivered in the presence of ...

My Commission Expires July 29, 1983

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M: Commission Expires July 29, 1965

FHA CONDOMINIUM RIDER TO MORTGAGE

RFC LOAN NUMBER:	941102343	
FHA LOAN NUMBER:	131:4102617-234	
MORTGAGOR:	RONALD F. WIRTH	
FROFERTY:	1166 FOX GLOVE LANE	
	PALATINE, IL 60067	
UNIT HUMBER:	UNIT D	
"The Regulatory Agreement of the Plan of Apartment Overcorded on DECEMBER 21. Of COOK in and made part of this more Regulatory Agreement by the and upon request by the Fedoption may declare this more the whole of the indebtedness."	exiculed by the Association of Owners and attached whership (Master Deed of Enabling Declaration) 1972 in the Land Records of the County (E) State of ILLINOIS rtgage (Deed of Trust). Upon default under the exassociation of Owners or by the mortgagor (grantor) deral Housing Commissioner, the Mortgagee, at its stage (deed of trust) in default and may declare eass secured hereby to be due and payable."	
charges by the Association	assessments'except 'where it refers to assessments and of Owners, shall mean 'special assessments' by state ies, districts or other public taxing or assessing	
Act, such Section and Regul hereof shall govern the rig any provision of this or ot mortgage and note which are	be insured under Section 234(2) of the National Housing ations issued thereunder and in offect on the date this, duties and liabilities of the parties hereto, and there instruments executed in connection with this inconsistent with said Section of the National Housing by amended to conform thereto."	
MORTGAGOR RONALD F. WIRT	MORTGAGOR , MORTGAGOR	8523
MORTGAGOR	MORTGAGOR	TOC
DATE: 11-22-85	DATE:	7

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