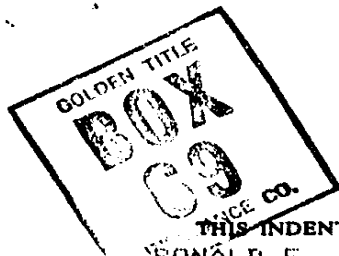


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This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE

THIS INDENTURE, Made this 22ND day of NOVEMBER, 1985, between RONALD F. WIRTH, A BACHELOR

Mortgagor, and 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 11.500 per centum ( 11.500 % ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470 or at such place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED TWENTY-SIX AND 84 /100

Dollars (\$ 526.84 ) on the first day

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 and interest, if not sooner paid, shall be due and payable on the first day of DECEMBER 2015

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 MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described 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 PALATINE CONDOMINIUM OF PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "C" 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 DOCUMENT NUMBER 22165443, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DESCRIBED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

SEE ATTACHED "PREPAYMENT OPTION RIDER" MADE A PART HEREOF 02-01-102 045-1377 J.S.S. SEE ATTACHED " CONDOMINIUM RIDER" MADE A PART HEREOF.

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.

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 purposes and uses 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 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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CATHY LYNN THORNE  
ARLINGTON HEIGHTS, IL 60005  
155 EAST ALGONQUIN RD, SUITE 105  
RESIDENTIAL FINANCIAL CORP.

RETURN TO & PREPARED BY:

m, and duly recorded in Book

Page

A.D. 19

day of

County, Illinois, on the

Filed for Record in the Recorder's Office of

DOC. NO.

My Commission Expires July 29, 1988

GIVEN under my hand and Notarial Seal this 22ND

day NOVEMBER

A.D. 1988

for the uses and purposes therein set forth, including the release and waiver of the right of homestead. signed, sealed, and delivered the said instrument as HIS

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me

and Do hereby Certify That RONALD F. WIRTH, A BACHELOR

the undersigned a notary public, in and for the County and State aforesaid,

STATE OF ILLINOIS

COUNTY OF COOK

1

Do hereby Certify That RONALD F. WIRTH, A BACHELOR

a notary public, in and for the County and State aforesaid,

(SEAL)

(SEAL)

RONALD F. WIRTH

(SEAL)

(SEAL)

WITNESS the hand and seal of the Notary, the day and year first written.

gender shall include the feminine. administrator, successor, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the singular, and the masculine.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, and assigns of the parties hereto, and their heirs and assigns forever.

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

release or satisfaction of this mortgage, and Mortgagee hereby waives, in full, all benefits or laws which require the earlier execution or delivery of such

agreements hereto, then the conveyance shall be null and void. This mortgage will, within thirty (30) days after written demand therefor by Mortgagee, execute a

Mortgagee shall pay said note at the time and in a manner aforesaid and shall abide by, comply with, and duly perform all the covenants and

paid on the indebtedness hereby secured (4) all the principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the

mortgage with interest on such advances at the rate of 12% per annum, from the time such advances are made (3) all the accrued interest remaining

such decree: (1) All the costs of such suit, or suits, advertising, sale, and conveyance, including attorney's, solicitor's, and stamping fees, outlays for

AND THERE SHALL BE DEPOSITED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any

new secured hereby and be allowed a further 10% and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebted-

abstract of title for the purchase, or with foreclosure, and in case of any other suit, or legal proceeding, wherein the mortgagee shall be made a party thereof by reason

AND IN CASE OF FORECLOSURE of the mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the

necessary to carry out the provisions of the paragraph.

receive the same, as set, and profits for the use of the premises heretofore described, and employ other persons and expend their respective sums as are reasonably

premises to the Mortgagee or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court, collect and

assessments as may be due on the said premises; pay for and maintain such insurance as shall have been required by the Mortgagee; keep the said premises in good repair; pay such current back taxes and

foreclose the mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair; pay such current back taxes and

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

preservation of the property.

lease, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and

paid 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 taxes,

placing the mortgage in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rent, taxes, and profits of the

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 homestead, enter an order

receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and

Mortgagee, or any party claiming under said Mortgagee, and without regard to the equity of redemption, at the time of such application for appointment of a

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

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

accrued interest thereon, shall, in the election of the Mortgagee, without notice, become immediately due and payable.

AND 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

the date hereof, 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

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

accrued interest thereon, shall, in 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

Mortgagee, or any party claiming under said Mortgagee, and without regard to the equity of redemption, at the time of such application for appointment of a

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 homestead, enter an order

receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and

placing the mortgage in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rent, taxes, and profits of the

paid 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 taxes,

lease, 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 the mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair; pay such current back taxes and

assessments as may be due on the said premises; pay for and maintain such insurance as shall have been required by the Mortgagee; keep the said premises in good repair; pay such current back taxes and

foreclose the mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair; pay such current back taxes and

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## FHA 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 CORP. , the Mortgagee, as follows:

1. In Paragraph 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, on 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 day and year first aforesaid.

*Ronald F. Wirth* (SEAL)  
RONALD F. WIRTH

..... (SEAL)

..... (SEAL)

..... (SEAL)

Signed, sealed and delivered  
in the presence of

*Patricia Q. Conrad*

My Commission Expires July 29, 1989

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[Faint, mostly illegible text, possibly a list or table of records]

88-05191-258

2001, 20 Jul 2003 09:27:00 AM

FHA CONDOMINIUM RIDER TO MORTGAGE

RFC LOAN NUMBER: 941102343

FHA LOAN NUMBER: 131:4102617-234

MORTGAGOR: RONALD F. WIRTH

PROPERTY: 1166 FOX GLOVE LANE  
PALATINE, IL 60067

UNIT NUMBER: UNIT D

"The mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."

"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed of Enabling Declaration) recorded on DECEMBER 21, 1972 in the Land Records of the County (DATE)

of COOK, State of ILLINOIS, is incorporated in and made part of this mortgage (Deed of Trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Commissioner, the Mortgagee, at its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."

"As used herein, the term 'assessments' except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies, districts or other public taxing or assessing bodies."

"If this mortgage and note be insured under Section 234(c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this mortgage and note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto."

Ronald F. Wirth  
MORTGAGOR RONALD F. WIRTH

[Signature]  
MORTGAGOR

MORTGAGOR

MORTGAGOR

DATE: 11-22-85

DATE: \_\_\_\_\_

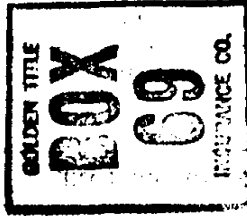
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