UNOFFICIAL C

MORTGAGE

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

THIS INDENTURE, Made this 14TH day of FEBRUARY RICHARD D. NICHOLSON AND JOANNE L. NICHOLSON, HUSBAND 86068068

, Mortgagor, and RESIBENTIAL FINANCIAL CORP.

a corporation organized and existing under the laws of NEW JERSEY Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even date herewith in the principal sum of FORTY-NINE THOUSAND, NINE HUNDRED AND 00 /100

Dollar (\$ 49,900,00)

TEN AND ONE-HALF

to the order of the Mortgagee at its office in

1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470

place as the holder may designate in writing, and delivered, the said principal and interest being pay able in monthly installments of FOUR HUNDRED FT TY SIX AND 45 /100

19.86....., and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the of APRIL final payment of principal and therest, if not sconer paid, shall be due and payable on the first day of MARCH 2016

NOW, THEREFORE, thise d Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and e ree: ents herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgages, its successors or assigns, the following described Real Estate situate, lying, and being in the County of COOK Illinois to wit:

"SEE ATTACHED LEGAL DESCRIPTION MADE A PART HEREOF."



DEPT-01 RECORDING \$15 GG T#4444 TRAN 0913 02/18/86 15:55 00 #1695 # D * - 06-06-06-06

SEE ATTACHED PREPAYMENT OPTION RIDER TO MORTGAGE MADE A PART HEREOF. SEE ATTACHED CONDOMINIUM RIDER TO MORTGAGE MADE A PART HEREOF.

PIN 07 22 402 042 1277 vol 187



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 suppyling or distributing heat, light, water, cop, wer, 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, a.d ir erest 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 one leader, 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 Homest ad E emption 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 mortgages, 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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(08-5)461115-00bf

HETURN TO AND PREPARED BY:
-RESIDENTIAL FUNDAL CORP.
155 E. ALGONQUIN ROAD
ARLINGTON HETGHIS, IL 60005
KIMBERLEE A. OLSON

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AND the said Mortgagor further convenants and agrees as follows:

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 Mortgagoe, 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:
 - (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 uts unding 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 insurance over the ground rents, provided by the Mortgagee) less all sums already property (all as estimated by the Mortgagee) less all sums already property (all as estimated by the Mortgagee) less all sums already provided 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 aggings a smount thereof shall be paid by the Mortgager each month in a single payment to be applied by the Mortgager to the following items in the other set forth:
 - premium charges under the cor act 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 issessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of the said not

Any deficiency in the amount of any such aggregate month $\frac{1}{2}$ r wment 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 Mortgagoe may collect a "late charge" not to exceed four cents (44) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover ne ex ra 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 Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refundation 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 Mortgage 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 the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebte liness represented thereby; the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made in a provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Line. 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, 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 are redit against the amount of principal then remaining unpaid 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 indeptedness, 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 hereinbefore.

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 Mortgagor will give immediate notice by mail to the Mortgagee, 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 inciebtedness 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 mortgagod 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 Mortgager and shall be paid forthwith to the Mortgager 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 Mortgage or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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ETUAL 1-10-37-L-D-1 TOGETHER WITH A PERPETUAL AND EXCLUSIVE EASENED IN AND TO GARAGE UNIT NO. G1-10-37-L-D-1 AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND BEING A PART OF THE EAST 1/2 LY THE SOUTH-EAST 1/4 OF SECTION 22, AND PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23. TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE PARD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT (17) CLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1977 AND KNOWN AS TRUST NUMBER 22502, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, MARCH 30, 1978, AS DOCUMENT NO. 24 383 272, TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS, ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH AND AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BY CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS.

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KALESTANIA OF SERVICE

Transmit The Add

FHA CONDOMINIUM RIDER TO MORTGAGE

XXXX RFC LOAN NUMBER: 141102942
FHA LOAN NUMBER: 1314270647734
MORTGAGOR: NICHOLSON, RICHARD D. & NICHOLSON, JOANNE L.
FRUTERTY: 386 EAST LAMBERT DRIVE,
SCHAUMBURG, IL 60194
UNIT NUMPER: 1-10-37-L-D-1
"The mortgagor furthe" convenants 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 Owners' (Master Deed of Enabling Declaration) recorded on 5/9/78 in the Land Records of the County (DATE)
of COOK , State of ILINOIS , is incorporated in and made part of this mortgage (Deer 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 (omnissioner, 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."
MORTGAGOR RICHARD B. NICHOLSON MORTGAGOR JDANNE L. NICHOLSON
MORTGAGOR MORTGAGOR
DATE: FERRIARY 14, 1984 DATE: FERRIARY 14, 1984

FRA COMMENIET FOR REVENIENCE

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FHA MORTGAGE RIDER

The Rider dated the 14TH day of FEBRUARY , 1986 , amends the mortgage of even date by and between:

RICHARD D. NICHOLSON AND JOANNE L. NICHOLSON, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORF. as follows:

1. In Faragraph one on page 2_{7} 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 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, RICHARD D. NICHOLSON AND JOANNE L. MICHOLSON, HUSBAND/WIFE

has set his hand and seal the day and year first aforesaid.

FICHARD D. NICHOLSON (SEAL)

JOANNE L. NICHOLSON (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

86068068

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