

UNOFFICIAL COPY

LN 368989-5

State of Illinois

Mortgage

FHA Case No.:

13114262917

This Indenture, Made this 6th

day of March

, 1986, between

JOHN J. LEE AND KATHLEEN M. LEE, HIS WIFE-----, Mortgagor, and
FLEET MORTGAGE CORP.-----
a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND-----,
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 FIVE THOUSAND ONE HUNDRED SEVEN AND NO/100-----

(\$ 45,107.00----- Dollars
payable with interest at the rate of TEN----- per centum (10.00----%) per annum on the unpaid balance until paid, and made
payable to the order of the Mortgagee at its office in MILWAUKEE, WISCONSIN-----
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 EIGHTY FOUR AND 72/100----- Dollars (\$ 484.72-----)
on the first day of APRIL-----, 1986 , 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
MARCH-----, 2001.

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 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:

LOT 22 IN BLOCK 10 IN STREAMWOOD UNIT NO. 4, BEING A SUBDIVISION IN THE WEST 1/2
OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

TAX NUMBER 06-23-113-022

104 ELM LANE
STREAMWOOD, IL. 60103

THIS INSTRUMENT WAS PREPARED BY

Fleet Mortgage Corp.
104-16 Streamwood, IL
Chicago



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 plumb-
ing 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 ap-
purtenances 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 re-
quired by the Mortgagee.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide
for periodic Mortgage Insurance Premium payments.

DEPT-02 RECORDING
114,25
TMA144 TIAN 0000 02/16/06 09:49:00
#1298 # 15 - 94 - 40 - 00 - 00 - 00

Doc. No. _____
Filed for Record in the Recorder's Office of _____
County, Illinois, on the day of A.D. 19_____

Given under my hand and Notarized this day of _____, A.D. 19_____.
KATHLEEN M. LEE

I, Do hereby certify that JOHN J. LEE
and KATHLEEN M. LEE, his wife
and son whose names are
subscribed to the foregoing instrument,
have signed, sealed, and delivered the said instrument to THEIR
free and voluntary act for the uses and purposes
therein set forth, including the release and waiver of the right of homestead.

State of Illinois
County of DuPage, on the _____ day of _____, A.D. 19_____.
(SEAL) JOHN J. LEE
(SEAL) KATHLEEN M. LEE, HIS WIFE

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

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All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagor 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 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 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 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 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.

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 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 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 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 suits, 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; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If 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.

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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 Mortgagor to safeguard against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay promptly, when due, any premium on such insurance provided for duly payment of which has not been made heretofore.

And as additional security for the payment of the indebtedness arranged, the Moritgagee will receive, and Profits now due or which may hereafter become due for the use of the premises hereinabove described.

cumulated 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 by it, the note and all amounts of principal then remaining unpaid under such a mortgage shall be adjusted and payments which shall have been made under subsection (a) of the preceding paragraph.

debts and expenses of such independentness, credit it to the account of putting the amount of such independence, credit it to the account of the Moritgagee shall, in case,

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, or before the date when payment of such ground rents, taxes, and assessments, or insurance premiums to the Mortgagor, shall be due, if in any time the Mortgagor shall transfer to the Mortgagee, in accordance with the provisions of this note secured hereby, full payment of the entire sum.

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 so as to reduce the monthly payments made by the Mortgagor under

Any delinquency 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 day more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(V) late charges;
 (VI) cancellation of the principal of the said notes; and
 (VII) interest on the note received hereby;

(1) premium charges under the contractual arrangement with the beneficiary of reinsurance and Urban Development Corporation, or similarly charged (in lieu of mortgage insurance premium), as the case may be;

(2) residual premium, if any, taxed, special assessment, fire, wind, water damage, and other taxes, premiums, fees, and charges;

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

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will become due and payable on policies of fire and other hazards insurance covering the mortgaged prop-erty, plus taxes and assessments next due on the mortgaged prop-erty (all as estimated by the mortgagee) less all sums already paid theretofore 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 Mortgagor in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections

(1) If and so long as valid note of even date and this instrument is held by the Secretary of Housing and Urban Development in lieu of a mortgage insurance premium if they are held chargeable insurance premium under the National Housing Act, an amount sufficient to accumulate in the National Housing Fund to pay such premium in order to provide such holder with funds to pay such premium pursuant to the National Housing Act, as amended, and applicable Regulations therunder; or

(2) If and so long as valid note of even date and this instrument is held by the Secretary of Housing and Urban Development in lieu of a mortgage insurance premium if they are held chargeable insurance premium under the National Housing Act, per centum of the average outstanding balance due on the note compounded without taking into account delinquencies or prepayments;

(a) An amount sufficient to provide for the building of which
shall be erected with, and in addition to, the minimum payments
of principal and interest payable under the terms of the note
that, together with, and in addition to, the minimum payments
of principal and interest payable under the terms of the note

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

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RIDER TO STATE OF ILLINOIS
MORTGAGE HUD-92116M (10/85)

411:4262917

This rider attached to and made part of the Mortgage between JOHN J. LEE AND KATHLEEN M. LEE, HIS WIFE, Mortgagor, and FLEET MORTGAGE CORP., Mortgaggee, dated March 6, 1986 revises said Mortgage as follows:

1. Page 2, the fourth covenant of the Mortgage is amended to read:

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 Mortgaggee, 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 Mortgaggee) 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 Mortgaggee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) 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 Mortgaggee to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of principal of the said note.

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 Mortgaggee may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) for such payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

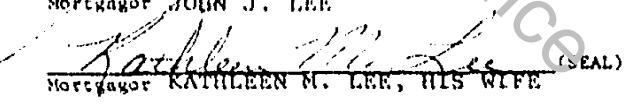
If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgaggee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) 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 Mortgaggee 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 tender to the Mortgaggee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgaggee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) 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 Mortgaggee acquires the property otherwise after default, the Mortgaggee 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 (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

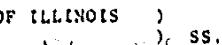
2. Page 3, the cited paragraph is amended to add the following sentence:

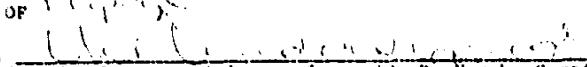
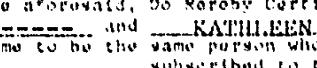
This option may not be exercised by the Mortgaggee when the ineligibility for insurance under the National Housing Act is due to the Mortgagor's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

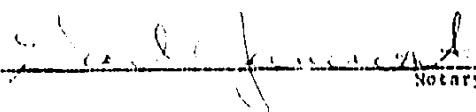

 (SEAL)
 Mortgagor JOHN J. LEE


 (SEAL)
 Mortgagor KATHLEEN M. LEE, HIS WIFE

STATE OF ILLINOIS)
COUNTY OF  SS.

I, in and for the County and State aforesaid, do hereby certify that JOHN J. LEE
and KATHLEEN M. LEE, his wife, personally known to me to be the same person whose name
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  day , A. D. 19 .


 Notary Public

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