UNOFFICIAL CO

MORTGAGE

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

86143689

THIS INDENTURE, Made this day of AFRIL 2NF JAMES R. KRUEGER AND DONNA KRUEGER, HUSBAND/WIFE

07470

. between · 19 86

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 SEVENTY-THREE THOUSAND, EIGHT HUNDRED AND 00 /100

Dollar (\$

73,800.00

TEN

payable with interest at the rate of / | \/ | \/ | \ to the order of the Mortgagee at its office in

per centum (10,000

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

place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of

or at such

SIX HUNDRED FORT -SIVEN AND 65 /100

1445 VALLEY ROAD, WAYNE, NEW JERSEY

647.65

) on the first day

, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the JUNE 19 86 final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MAY

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 convenants and ar certaints herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following describe a Real Estate situate, lying, and being in the County of and the State of Illinois, to wit:

UNIT NUMBER 17-1 IN FOX N'IN MANOR HOMES CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIF 41 NORTH, RANGE 10 EAST OF THE THIRD PRIN-CIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27469146 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE SECTION 26, TOWNSHIF 41 NORTH, RANGE 10 EAST OF COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Tax No.: 07-26-200-039 and 07-26-200-005



"SEE ATTACHED FHA CONDOMINIUM RIDER MADE A PART ATREOF."

"SEE ATTACHED PREPAYMENT OPTION RIDER MADE A PART HEPEOF."

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto or onging, 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, o pw/er, 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 intrest 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 Homeste ad Ex imption 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 Montgagor 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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	Page	Jo	m, and duly recorded in Book	41	foolo'o	***
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Recand voluntary act strume, L. poeted before me	istrument as THEI	and delivered the said in	same person whose name _{s 01} g THEY signed, sealed, th, including the release and waive	tran begbelword	y in person and set	
courty and State aforesaid,	public, in and for the	B' HOSBAND/WIFE	KKNEREK YND DONNY KKNERE		steby Certify That	
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(SEAL)	ins kur	DONNE KENT	(3EAL))EGER		hor

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

gender shall include the feminine.

administrators, successors, and assigns of the parties hereto. Wherever used, the singular my appraisabiline the plural the singular, and the masculine THE COVENANTS HEREIN CONTAINED shall bind, and the ocnosin, and advantages shall inure, to the respective heira, executors,

of the Mortgagor shall operate to release; in any manner, the original liability of th Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the time for payable debt hereby secured given by the mortgages to any successor in interest

release or satisfaction by Mortgagee.

release or a mistaction of this mortgage, and Mortgagor hereby waives that be celts of all statutes or laws which require the earlier execution or delivery of such agreements herein, then this conveyance shall be null and void and Morte (80 will, within thirty (30) days after written demand therefor by Mortgagor, execute a

If Mortgagor shall pay said note at the time and in the m.m.n aforesaid and shall abide by, comply with, and duly perform all the covenants and

MOTIGAÇOR. unpaid on the indebtedness hereby secured; (4) all the stid P notipal 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 sell onth in he note secured hereby, from the time such advances are made; (3) all the accrued interest remaining

documentary evidence and cost of said abstract and c.e. innation of title; (2) all the moneys advanced by the Montgagee, if any, for the purpose authorized in the such decree: (1) All the costs of such suit or suit, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for

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

ness secured bereby and be allowed in any cerree foreclosing this mortgage. suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses ahall become so much additional indebted-abstract of title for the purpose (reach Torcelosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason

solicitor's fees, and stenog and the cost of a complete

AND IN CASE 👀 PORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the

necessary to carry out the provisions of this paragraph. receive the rents, is u. *, and profits for the use of the premises hereinnhows described; and employ other persons and expend itself such amounts as are reasonably premises to the Mortgregor 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 in such amounts as shall have been required by the Mortgages; lease the said

foreclose this 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 Mongragee shall be placed in presession of the above described premises under an order of a court in which an action is pending to preservation of the property.

issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the profection and taid 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 rema,

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 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 Morgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications 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 Mortgages shall have the right immediately to foreclose this mortgage, and

accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable. due date thereof, or in case of a breach of any other coverant or agreement herein atipulated, then the whole of said principal sum remaining unpaid together with

IN THE EVENT of default in making any monthly payment pnyvided for herein and in the note secured hereby for a period of thirty (30) days after the

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AND the said Mortgagor further convenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in an anomal equal to one acmore 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 written make of an intention to exercise such privilege is given at least thirty (20) days-prior-to-prepayment. SEE 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 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:
 - (I) 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 our an ting 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 covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already pair therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will be come 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 aggregale and another the most secured hereby 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 to forth:
 - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the crue may be;
 - (II) ground rents, if any, taxes, special as essments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of the said nate

Any deficiency in the amount of any such aggregate monthl. 'pr/r ent 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 wortgage 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 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 refer 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 refers, 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 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 in debte liness 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 Derectory ment, 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 compage 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 a ccumulated under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assume the 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 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 the eof, 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 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.

86143689

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FHA CONDOMINIUM RIDER TO MORTGAGE

XXXX RFC LOAN NUMBER: 141103258
FHA LOAN NUMBER: 1314348916734
MORTGAGOR: KRUEGER, JAMES R. & KRUEGER, DONNA
PROFFLTY: 211 A UNIVERSITY LANE \$17-1,
ELK GROVE VILLAGE, IL 60007
UNIT NUMBER: 17-1
"The mortgagor further 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 Ownership (Master Deed of Enabling Declaration) recorded on march 8, 1985 in the Land Records of the County (DATE)
of
"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 Rational Housing Act or Regulations are hereby amended to conform thereto."
MOREGAGOR JAMES R. KRUEBER MORTGAGOR DONNA KRUEGER
MORTGAGOR MORTGAGOR
DATE: APRIL 2, 1986 DATE: APRIL 2, 1986

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Property of Coot County Clark's Office

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FHA MORTGAGE RIDER

The Rider dated the 2ND day of APRIL , 1986 , amends the mortgage of even date by and between:

JAMES R. KRUEGER AND DONNA KRUEGER, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. as follows:

, the Mortgagee,

1. In Priagraph 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 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, JAMES R. KRUEGER AND DONNA KRUEGER, HUSBAND/WIFE

elsele iste wywonią ił

MAIL

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

JOHES R. KRUECER (SEAL)

A Maria Krieger (SEAL)

_____(SEAL)

DERT-D1 RECUP, 1100 SEAL)

T#4444 TRAN /217 04/15/86 10:36:60 #3802 # D % ~3& ―143689

Signed, sealed and delivered

in the presence of

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