

THIS INSTRUMENT WAS PREPARED BY AND REFERRED TO:  
JACKIE PINTOZZI  
MERITOR MORTGAGE CORPORATION  
1375 E. WOODFIELD ROAD  
SCHAUMBURG, IL 60195

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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**

215 7/15 58

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THIS INDENTURE, Made this 16TH day of APRIL, 1986 between

ROSE M. HAGER, UNMARRIED, Mortgagee, and

MERITOR MORTGAGE CORPORATION-CENTRAL

a corporation organized and existing under the laws of THE STATE OF MINNESOTA

WITNESSETH That whereas the Mortgagee is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FORTY NINE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$49,600.00)

payable with interest at the rate of TEN AND ONE HALF per centum (10.50%) per annum on the unpaid balance until paid and made payable to the order of the Mortgagee at its office in ST. PAUL MINNESOTA 55102, or at such other place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of FOUR HUNDRED FIFTY THREE AND 71/100 Dollars (\$453.71) on the first day of JUNE, 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 MAY, 2016.

NOW, THEREFORE, the said Mortgagee, 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 to the Mortgagor, 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

THE MORTGAGOR MAY COLLECT A "LATE CHARGE" NOT TO EXCEED FOUR CENTS (4c) FOR EACH DOLLAR (\$1) OF EACH PAYMENT MORE THAN FIFTEEN (15) DAYS IN ARREARS TO COVER THE EXTRA EXPENSE INVOLVED IN HANDLING DELINQUENT PAYMENTS.

THIS IS A PURCHASE MONEY MORTGAGE AND IS GIVEN TO SECURE A LOAN WHOSE PROCEEDS HAVE BEEN USED TO PAY ALL OR PART OF THE PURCHASE PRICE OF THE PROPERTY DESCRIBED HEREIN BY THE UNDERIGNED MORTGAGOR AS PURCHASER.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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 Mortgagee 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 Mortgagee 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 or mechanics' lien 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 Mortgagee 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 Mortgagee to make such payments, or to satisfy any prior lien or encumbrance 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 Mortgagee.

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 lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee 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 EVENT of default in making any monthly payment provided for herein and in the note secured here-  
by for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or  
agreement stipulated, then the whole of said principal sum remaining unpaid together with accrued in-  
terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTGAGOR AGREES FURTHER that should this mortgage and the note secured hereby not be eli-  
gible for insurance under the National Housing Act within **SIXTY DAYS** from the date hereof (written state-  
ment 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 **SIXTY 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.

**VIII.** 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 Mort-  
gagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-  
ness secured hereby, whether due or not.

All insurance shall be carried in companies approved by the Mortgagee and the policy 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make  
proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and  
directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee or to 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 Mortgagee in and to any insurance policies then  
in force shall pass to the purchaser or grantee.

**IX.** THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in-  
cluding 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 prompt-  
ly, when due, any premiums on such insurance provision for payment of which has not been made hereinafter.

AND, AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby  
assign to the Mortgagee all the rents, issues, and profits now due or which in hereafter become due for the use  
of the premises hereinabove described.

If the total of the payments made by the Mortgagee under subsection (b) of the preceding paragraph shall exceed  
the amount of the payments actually made by the Mortgagee 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 Mortgagee, shall be credited on  
subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments  
made by the Mortgagee under subsection (c) 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 Mortgagee shall pay to the Mortgagee 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 Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured  
hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the  
amount of such indebtedness, credit to the account of the Mortgagee all payments made under the provisions of  
subsection (c) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary  
of Housing and Urban Development, 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, 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 accumulated under sub-  
section (c) 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 pre-  
ceding paragraph.

AND, AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby  
assign to the Mortgagee all the rents, issues, and profits now due or which in hereafter become due for the use  
of the premises hereinabove described.

**X.** If any delinquency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior  
to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may col-  
lect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in  
arrear, to cover the extra expense involved in handling delinquent payments.

**(I)** amount of the principal of the said note  
**(II)** interest on the note secured hereby, and  
**(III)** ground rents, taxes, special assessments, fire, and other hazard insurance premiums,  
monthly charges in lieu of mortgage insurance premium, as the case may be,  
**(IV)** premiums, charges under the contract of insurance with the Secretary of Housing and Urban Development, or  
mortgage interest, to be applied by the Mortgagee and the Mortgagee to the following items in the order set forth  
in a single payment to be added together and the aggregate amount thereof shall be paid by the Mortgagee on each  
month in advance.

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 Mortgagee on each  
month in advance, and special assessments, and  
taxes and special assessments, and  
assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums,  
number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and as-  
sessment on the mortgaged property shall be estimated by the Mortgagee less all sums already paid therefor divided by the  
policy of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due  
and payable on  
A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on  
the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and as-  
sessment on the mortgaged property shall be estimated by the Mortgagee less all sums already paid therefor divided by the  
policy of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due  
and payable on

That, together with, and in addition to, the monthly payments of principal and interest payable under the  
terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until  
the said note is fully paid, the following sums:

AND the said Mortgagee further covenants and agrees as follows

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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 hereafter, either before or after sale, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such application, for appointment of a 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 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 necessary order, 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 a 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 Mortgagee 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 heretofore 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 thereby by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys of said tortors 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 surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagee 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 Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by a Mortgagee.

IT IS EXPRESSLY AGREED that no extension or in time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee, shall operate to release, in any manner, the original liability of the Mortgagee.

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.

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

*Rose M. Hager* [SEAL] \_\_\_\_\_ [SEAL]  
ROSE M. HAGER  
\_\_\_\_\_ [SEAL] \_\_\_\_\_ [SEAL]

STATE OF ILLINOIS

COUNTY OF *Cook*

I, *JOHN T. RAPP*, a notary public, in and for the County and State aforesaid, Do Hereby Certify That *ROSE M. HAGER* and *ROSE M. HAGER*, his wife, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *she* signed, sealed, and delivered the said instrument as *her* 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 *16<sup>th</sup>* day *April*, A. D. 19*86*

*Comm expires 6 28 89*  
\_\_\_\_\_  
*John T. Rapp*  
Notary Public

DOC NO. \_\_\_\_\_, Filed for Record in the Recorder's Office of \_\_\_\_\_ County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

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Unit No. 1-16-69-R-C-1 together with a perpetual and exclusive easement in and to Garage Unit No. G 1-16-69-R-C-1 as delineated on a Plat of Survey of a Parcel of land being a part of the West 1/2 of the West 1/2 of Section 3, Township 42 North, Range 11, East of the Third Principal Meridian, lying North of the center line of McHenry Road, in Cook County, Illinois (hereinafter referred to as "Development Parcel"), a portion of which Development Parcel is described as being Lexington Commons Unit 1 Subdivision, being a Subdivision of part of the Northwest 1/4 of Section 3, aforesaid, according to the Plat thereof recorded July 28, 1978 as Document 24,557,904, which Survey is attached as Exhibit A to Declaration of Condominium made by Central National Bank in Chicago, as Trustee, under Trust Agreement dated September 30, 1977 and known as Trust Number 22718, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 11, 1978 as Document 24,759,029 as amended from time to time, 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 in such amended Declarations which percentages shall automatically be deemed to be conveyed effective on the recording of such amended Declarations as though conveyed hereby.

03-03-100-054-1345



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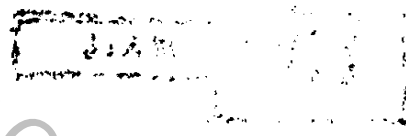
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2025-01-10

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## FHA PREPAYMENT REGULATION RIDER

MORTGAGE RIDER

The Rider, dated the 16TH day of APRIL, 19 86,  
 amends the MORTGAGE of even date by and between  
ROSE M. HAGER, the MORTGAGOR,  
 and MERITOR MORTGAGE CORPORATION-CENTRAL, the MORTGAGEE,  
 and \_\_\_\_\_, the \_\_\_\_\_,  
 as follows:

1. In Paragraph 1 PAGE 3, the sentence which reads as follows is deleted:

"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 WRITTEN NOTICE OF AN INTENTION TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY (30) DAYS PRIOR TO PREPAYMENT."

2. Paragraph 1 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, ROSE M. HAGER  
 \_\_\_\_\_ has set his hand and seal the day and year first aforesaid.

Rose M. Hager (SEAL)  
 ROSE M. HAGER

\_\_\_\_\_ (SEAL)

Signed, sealed and delivered  
 in the presence of

John T. Rapp

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## FHA CONDOMINIUM RIDER TO MORTGAGE

LOAN NUMBER: 128414-2

FHA LOAN NUMBER: 131:4324620-734

MORTGAGOR: ROSE M. HAGER

PROPERTY: 609 IRONWOOD

WHEELING, IL 60090

UNIT NUMBER: 1-16-69-R-C-1

"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 9-30-77 in the Land Records of the COOK County of ILLINOIS, 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."

Rose M. Hager  
MORTGAGOR  
ROSE M. HAGER

\_\_\_\_\_  
MORTGAGOR

\_\_\_\_\_  
MORTGAGOR

\_\_\_\_\_  
MORTGAGOR

DATE: 4-16-86

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

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