

UNOFFICIAL COPY

MORTGAGE

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

THIS INDENTURE, Made this 14TH day of MAY, 19 86, between RONALD L. BECCI AND MARIANNE H. BECCI, HUSBAND/WIFE

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 SIXTY-FIVE THOUSAND, AND 00/100

Dollar (\$ 65,000.00)

payable with interest at the rate of NINE AND ONE-HALF per centum (9.500 %) 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 FORTY-SIX AND 56/100 Dollars (\$ 546.56) on the first day of JULY, 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 final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JUNE 2016

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:

LOT 100 (EXCEPT THE SOUTH 80 FEET THEREOF) IN THE NORTH AVENUE HOME ACRES, A SUBDIVISION OF THE EAST 56 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

"SEE ATTACHED ONE TIME MIP RIDER MADE A PART HEREOF."

*2015 19th APR 21
Melrose Park, IL
#12-34-302-040*

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, 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 Home Acid 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 proceeding 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.

86-194511

101-101-1

UNOFFICIAL COPY



RETURN TO & PREPARED BY:
RESIDENTIAL FINANCIAL CORP
155 EAST ALGONQUIN RD
ARLINGTON HEIGHTS, IL 60005
CATHY LYNN THORNE

HUD-92116M(5-80)
GPO 871 680

of Book _____, and duly recorded in Book _____ of Block _____

County, Illinois, on the _____ day of _____, A.D. 19 _____

DOC. NO. _____, Filed for Record in the Recorder's Office of _____

Notary Public
M.A. [Signature]
19 86

GIVEN under my hand and Notarial Seal this 14TH day of _____, 1986
Do I hereby Certify that RONALD L. BECCI AND MARIANNE H. BECCI, HUSBAND/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 THEY subscribed to the said instrument as 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 [Signature] *Jeffrey*

RONALD L. BECCI (SEAL)
MARIANNE H. BECCI (SEAL)

WITNESSES the hand and seal of the Notary, the day and year first written.
THE COVENANTS HEREIN CONTAINED shall be binding on the mortgagor, his heirs, assigns, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the terms "mortgagor" and "mortgagee" shall include the parties, their heirs, assigns, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the terms "mortgagor" and "mortgagee" shall include the parties, their heirs, assigns, executors, administrators, successors, and assigns of the parties hereto.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the mortgagor to any successor in interest shall be binding on the mortgagee, his heirs, assigns, executors, administrators, successors, and assigns of the parties hereto.

AND THERE SHALL BE DEPOSITED in any court of record in the county in which the mortgage is recorded a sum of money equal to the principal amount of the mortgage plus interest and all other charges and expenses which may be incurred by the mortgagee in the prosecution of the mortgage, and the mortgagee shall be entitled to draw on the same for the payment of the principal and interest on the mortgage and for the payment of the costs and expenses of the mortgage, and the mortgagee shall be entitled to draw on the same for the payment of the principal and interest on the mortgage and for the payment of the costs and expenses of the mortgage.

AND IN CASE OF FORFEITURE of the mortgage by said mortgagor in any court of law or equity, a reasonable sum shall be allowed for the costs and expenses of the mortgage, and the mortgagee shall be entitled to draw on the same for the payment of the principal and interest on the mortgage and for the payment of the costs and expenses of the mortgage.

AND IN THE EVENT THAT the whole of said debt is declared to be due, the mortgagee shall have the right immediately to foreclose the mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereupon, either before or after sale, and without notice to the mortgagor, or any party claiming under said mortgage, and without regard to the priority or validity of the mortgage, enter an order for appointment of a receiver, or for an order to place the mortgagor in possession of the premises or the proceeds of the sale of the premises, or for an order to place the mortgagor in possession of the premises, or for an order to place the mortgagor in possession of the premises, or for an order to place the mortgagor in possession of the premises, or for an order to place the mortgagor in possession of the premises.

IN THE EVENT of default in making any monthly payment provided for herein and in the more secured hereby for a period of thirty (30) days after the date thereof, or in case of a breach of any other covenant or agreement herein set forth, 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.

A ONE PAGE DOCUMENT ENTITLED "ONE TIME MIP MORTGAGE RIDER" WHICH EXECUTION HEREOF IS INCOMPLETE UNLESS THERE IS ATTACHED HERETO A COPY OF SAID DOCUMENT SHALL BE EXECUTED.

12-16-86

UNOFFICIAL COPY

AND the said Mortgagor further covenants and agrees as follows:

~~THE MORTGAGOR HEREBY WARRANTS THAT THE PROPERTY COVERED BY THIS INSTRUMENT IS NOT SUBJECT TO ANY FEDERAL TAX LIEN OR OTHER LIEN WHICH MAY BE ASSERTED AGAINST THE PROPERTY BY THE FEDERAL GOVERNMENT OR ANY AGENCY THEREOF, AND THAT THE PROPERTY IS NOT SUBJECT TO ANY FEDERAL TAX LIEN OR OTHER LIEN WHICH MAY BE ASSERTED AGAINST THE PROPERTY BY THE FEDERAL GOVERNMENT OR ANY AGENCY THEREOF, AND THAT THE PROPERTY IS NOT SUBJECT TO ANY FEDERAL TAX LIEN OR OTHER LIEN WHICH MAY BE ASSERTED AGAINST THE PROPERTY BY THE FEDERAL GOVERNMENT OR ANY AGENCY THEREOF.~~
* * * SEE ATTACHED 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 Mortgagee, 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 date and this instrument are insured or are re-insured 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 outstanding 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 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 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 aggregate amount thereof 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 set 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 case may be;
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the 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 Mortgagee 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 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 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 (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 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 Mortgagor 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 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 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 subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly apply all payments which shall have been made 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 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 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 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.

UNOFFICIAL COPY

STATE OF ILLINOIS
DEPARTMENT OF REVENUE

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

PREPAYMENT OPTION RIDER FHA MORTGAGE RIDER

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

RONALD L. BECCI AND MARIANNE H. BECCI, HUSBAND/WIFE

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 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 L. BECCI AND MARIANNE H. BECCI, HUSBAND/WIFE

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

Ronald L. Becci (SEAL)
RONALD L. BECCI

Marianne H. Becci (SEAL)
MARIANNE H. BECCI

_____ (SEAL)

_____ (SEAL)

Signed, sealed and delivered
in the presence of

[Signature]

186-194511

UNOFFICIAL COPY

PROPERTY OF COOK COUNTY

CLERK'S OFFICE

The following is a list of the names of the persons who have been appointed to the various offices of the County of Cook, Illinois, for the term of four years, beginning on the 1st day of January, 1900, and ending on the 31st day of December, 1903.

CLERK OF THE COUNTY: [Name]

CLERK OF THE DISTRICT COURTS: [Name]

CLERK OF THE SUPREME COURT: [Name]

CLERK OF THE COUNTY CLERK'S OFFICE: [Name]

CLERK OF THE COUNTY CLERK'S OFFICE: [Name]

CLERK OF THE COUNTY CLERK'S OFFICE: [Name]

CLERK OF THE COUNTY CLERK'S OFFICE: [Name]

CLERK OF THE COUNTY CLERK'S OFFICE: [Name]

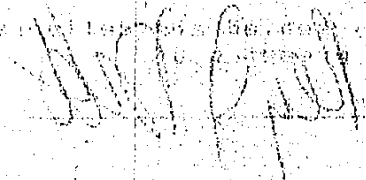
CLERK OF THE COUNTY CLERK'S OFFICE: [Name]

CLERK OF THE COUNTY CLERK'S OFFICE: [Name]

CLERK OF THE COUNTY CLERK'S OFFICE: [Name]

CLERK OF THE COUNTY CLERK'S OFFICE: [Name]

CLERK OF THE COUNTY CLERK'S OFFICE: [Name]



88-104211

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ONE TIME MIP MORTGAGE RIDER
RIDER TO STATE OF ILLINOIS
MORTGAGE HUD-92116M (5-80)

131:4376339-703

This rider attached to and made part of the Mortgage between

RONALD L & MARIANNE H BECCI, HUSBAND/WIFE

Mortgagor and,
Mortgagee,

RESIDENTIAL FINANCIAL CORP
dated 5-14-86

revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor 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 Mortgagee, 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 Mortgagee) less all sums already paid therefore 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 (a) 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 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 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 Mortgagor 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 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 Mortgagee acquires the property otherwise after default, the Mortgagee

112801-08

186-194511

12.92

UNOFFICIAL COPY

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 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee'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.

Ronald L. Becci
Mortgagor
RONALD L BECCI

Marianne H. Becci
Mortgagor
MARIANNE H BECCI

86-194511

15 MAY 86 12:06

15.25

MAY-15-86 3 9 0 6 • 86194511-A Rec

180-191211

15.25