

PROPERTY COMMONLY KNOWN AS:
117 S. STONINGTON DRIVE #1 PALATINE, IL 60067

UNOFFICIAL COPY

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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

86204838

THIS INDENTURE, Made this 9TH day of MAY, 1986 between AUSMA A. KIEGELIS, A SPINSTER AND JUDITH A. KRUEGER, A SPINSTER, Mortgagee, and

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS 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 EIGHTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (\$ 87,250.00)

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 CHICAGO, ILLINOIS 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 SEVEN HUNDRED THIRTY THREE AND 78/100 Dollars (\$ 733.75) on the first day of JULY, 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 JUNE, 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 unto 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 LEGAL RIDER ATTACHED

13.00

86204838

TAX IDENTIFICATION NUMBER: 02-24-104-015

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 plumbing and other fixtures on, 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 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 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.

STATE OF ILLINOIS HUD-92116M (6-80)

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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 thereafter, either before or after sale, and without notice to the said Mortgggor, or any party claiming under said Mortgggor, and without regard to the solvency or insolvency at the time of such applications 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 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 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 Mortgggor 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 (as) 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 Mortgggor.

If Mortgggor 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 Mortgggor, execute a release or satisfaction of this mortgage, and Mortgggor 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 Mortgggor shall operate to release, in any manner, the original liability of the Mortgggor.

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 Mortgggor, the day and year first written.

Ausma A. Kiegelis [SEAL] Judith A. Krueger [SEAL]
AUSMA A. KIEGELIS [SEAL] JUDITH A. KRUEGER [SEAL]

STATE OF ILLINOIS

COUNTY OF COOK

I, THE UNDERSIGNED
aforesaid, Do Hereby Certify That AUSMA A. KIEGELIS, a notary public, in and for the County and State
and KRUEGER, A SPINSTER and JUDITH A. XXXXXX, his wife, personally known to me to be the same
person whose name S 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 14th day of May, A. D. 1986

Commission expires: 1/11/89

Wayne M. Buckner
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 _____

Mail to BOX 333 - TR.

TAX IDENTIFICATION NUMBER: 02-24-104-053

THIS INSTRUMENT PREPARED BY:
JOHN P. DAVEY
DRAPER AND KRAMER, INCORPORATED
33 WEST MONROE STREET
CHICAGO, ILLINOIS 60603

HUD-92116M (5-80)

86204838

HUD-92116M (5-80)

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IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-
 agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued in-
 interest thereon, shall, at the election of the Mortgagee, become immediately due and payable.
 THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-
 gible for insurance under the National Housing Act within 6 months 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 6 months 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.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness (to assure the Mortgagee 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, in-
 sured 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 promp-
 tly, when due, any premiums on such insurance provision for payment of which has not been made herebefore.
 All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals therefor
 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 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 Mortgagee 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 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.

AND THE MORTGAGOR AGREES that should this mortgage and the note secured hereby not be eli-
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 payable.

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this
 instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium)
 if they are held by the Secretary of Housing and Urban Development, as follows:
 (1) If and so long as even date 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
 (11) If and so long as 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 com-
 piled without taking into account delinquencies or prepayments;
 (b) A sum equal to the ground rent, 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 rent, premiums, taxes and as-
 sessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, 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 Mortgagee each
 month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 (1) Monthly charge (in lieu of mortgage insurance premium), as the case may be;
 (11) Ground rent, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 (111) Interest on the note secured hereby; and
 (1V) 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 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
 arrears, to cover the extra expense involved in handling delinquent payments.
 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 rent, taxes, and assessments, or insurance
 premiums, as the case may be, such excess of 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 (b) of the preceding paragraph shall not be sufficient to pay ground
 rent, 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 rent, 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 (b) 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 THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-
 gible for insurance under the National Housing Act within 6 months from the date hereof (written state-
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PARCEL 1:

UNIT NUMBER 30-1 IN STONINGTON CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT ONE IN BAYBROOK PARK PUBLIC UTILITIES CONDOMINIUM DEVELOPMENT OF PART OF THE NORTH EAST 1/4 AND OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27288308 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED NOVEMBER 9, 1972 AS DOCUMENT 22115026 AS AMENDED BY DOCUMENT 27058788 RECORDED APRIL 25, 1984 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1984 AND KNOWN AS TRUST NUMBER 107623 TO Ausma A. Kiegelis and Judith A. Krueger DATED 5/2/86 AND RECORDED 5/22/86 AS DOCUMENT 86204837 IN COOK COUNTY, ILLINOIS.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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