

UNOFFICIAL COPY

RIDERS ARE ATTACHED HERETO AND MADE A PART HEREOF

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 26TH day of JUNE, 1986 between

ROBERTA W. JOHNSON, UNMARRIED AND ERIC T. JOHNSON, UNMARRIED, Mortgagor, and MERITOR MORTGAGE CORPORATION-CENTRAL, a corporation organized and existing under the laws of THE STATE OF MINNESOTA, Mortgagee.

86268434

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 FIFTY SEVEN THOUSAND AND NO/100 Dollars (\$ 57,000.00)

payable with interest at the rate of NINE AND ONE HALF per centum (9.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in ST. PAUL, MN 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 SEVENTY NINE AND 29/100 Dollars (\$ 479.29) on the first day of AUGUST, 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 JULY, 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:

SEE ATTACHED LEGAL DESCRIPTION

THE MORTGAGEE MAY COLLECT A "LATE CHARGE" NOT TO EXCEED FOUR CENTS (4¢) 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 UNDERSIGNED MORTGAGOR AS PURCHASER.

86268434

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 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 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.

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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 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 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 Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage, with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

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

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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

Roberta W. Johnson
ROBERTA W. JOHNSON

[SEAL]

Eric T. Johnson
ERIC T. JOHNSON

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS

COUNTY OF Cook

I, Patricia A. Henery, a notary public, in and for the county and State aforesaid, Do Hereby Certify That Roberta W. Johnson, unmarried and Eric T. Johnson, unmarried, his wife, personally known to me to be the same persons whose names 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.

86268434

GIVEN under my hand and Notarial Seal this 26th day June, A. D. 1986

Patricia A. Henery
My Commission Expires June 2, 1999

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 _____

FHA PREPAYMENT REGULATION RIDER

MORTGAGE RIDER

The Rider, dated the 26TH day of JUNE, 1986, amends the MORTGAGE of even date by and between ROBERTA W. JOHNSON, the MORTGAGOR, and ERIC T. JOHNSON, the MORTGAGOR, and MERITOR MORTGAGE CORPORATION-CENTRAL, the MORTGAGEE, as follows:

1. In Paragraph 1 PG. 2 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 PG. 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, ROBERTA W. JOHNSON & ERIC T. JOHNSON hasset his hand and seal the day and year first aforesaid.

Roberta W. Johnson (SEAL)
ROBERTA W. JOHNSON

Eric T. Johnson (SEAL)
ERIC T. JOHNSON

Signed, sealed and delivered in the presence of

Patricia A. Lennox

My Commission Expires June 2, 1991

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THE STATE OF TEXAS, COUNTY OF COOCH

ORDER

The undersigned, Clerk of the County of Cooch, Texas, do hereby certify that the following is a true and correct copy of the original as filed in my office on this day of _____, 19__.

The following is a true and correct copy of the original as filed in my office on this day of _____, 19__.

The following is a true and correct copy of the original as filed in my office on this day of _____, 19__.

The following is a true and correct copy of the original as filed in my office on this day of _____, 19__.

Clerk of the County of Cooch, Texas

Clerk of the County of Cooch, Texas

1018888



FHA CONDOMINIUM RIDER TO MORTGAGE

LOAN NUMBER: 129136-0

FHA LOAN NUMBER: 131:4357606

MORTGAGOR: ROBERTA W. JOHNSON & ERIC T. JOHNSON

PROPERTY: 612 IRONWOOD #D-1

WHEELING, IL 60090

UNIT NUMBER: D-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 12-11-78 in the Land Records of the County of COOK, 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."

Roberta W. Johnson
MORTGAGOR
ROBERTA W. JOHNSON

Eric T. Johnson
MORTGAGOR
ERIC T. JOHNSON

MORTGAGOR

MORTGAGOR

DATE: 6/26/86

DATE: 6/26/86

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THIS DOCUMENT IS SUBJECT TO NOTICE

LOAN NUMBER: _____
EIA NUMBER: _____
MORTGAGE: _____
PROPERTY: _____
APPLICANT: _____
DATE: _____

The borrower hereby certifies that the information provided in this document is true and correct to the best of his knowledge and belief. The borrower understands that any false or misleading information provided in this document may result in the lender refusing to provide the loan or may result in the lender taking legal action against the borrower. The borrower also understands that the lender may use the information provided in this document for other purposes, including for marketing purposes. The borrower agrees to provide the lender with any additional information requested by the lender. The borrower also agrees to pay the loan in accordance with the terms and conditions of the loan agreement. The borrower understands that the lender may assign the loan to another lender without notice to the borrower. The borrower also understands that the lender may sell the loan to another lender without notice to the borrower. The borrower agrees to pay the loan in accordance with the terms and conditions of the loan agreement. The borrower understands that the lender may assign the loan to another lender without notice to the borrower. The borrower also understands that the lender may sell the loan to another lender without notice to the borrower. The borrower agrees to pay the loan in accordance with the terms and conditions of the loan agreement.

Borrower

Lender

10/20/2024

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UNIT NO. 1-16-70-R-D-1 IN LEXINGTON COMMONS COACH HOUSE
CONDOMINIUMS, 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"), PORTIONS OF WHICH DEVELOPMENT
PARCEL ARE DESCRIBED AS BEING LEXINGTON COMMONS UNIT 1
SUBDIVISION AND LEXINGTON COMMONS UNIT 2 SUBDIVISION, BEING
SUBDIVISIONS OF PART OF THE NORTHWEST 1/4 OF SECTION 3,
AFORESAID, ACCORDING TO THE PLATS THEREOF RECORDED JULY 28,
1978 AS DOCUMENT 24557904, WHICH SURVEY IS ATTACHED AS
EXHIBIT A TO THE DECLARATION OF CONDOMINIUM MADE BY CENTRAL
NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBER
22718, RECORDED DECEMBER 11, 1978 AS DOCUMENT 24759029 AS
AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF THE
COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN
SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH
PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH
AMENDED DECLARATION 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.

PERMANENT INDEX NUMBER: 03-01-100-046-1355 *sm*

DEPT-01 RECORDING \$15.25
T:1111 TRAN 0515 06/30/86 16:11:00
#0759 # C *-86-268434
COOK COUNTY RECORDER

86268434

-86-268434

M *15.00*

