

# 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 5TH <sup>(MRC)</sup> day of AUGUST, 19 86, between HONA CRECELIUS, A DIVORCED WOMAN, NOT SINCE REMARRIED <sup>R. MRC</sup> Mortgagee, and RESIDENTIAL FINANCIAL CORP. Mortgagor, a corporation organized and existing under the laws of NEW JERSEY Mortgagee.

86339912

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, THREE HUNDRED FIFTY AND 00/100 Dollars (\$ 65,350.00 )

payable with interest at the rate of TEN AND ONE-HALF 7/11/11 per centum ( 10.500 %) 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 NINETY-SEVEN AND 78/100 Dollars (\$ 597.78 ) on the first day of OCTOBER, 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 SEPTEMBER 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 MADE A PART HEREOF."

pin 08-24-402-018  
property address - 15800 Pennsylvania, Oak Park, IL 60016

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SEE ATTACHED "ONE TIME MIP RIDER" MADE A PART HEREOF  
SEE ATTACHED "PREPAYMENT OPTION RIDER" MADE A PART HEREOF

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 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.

Box 158

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RETURN TO & PREPARED BY: Residential Financial Corp. 155 E. Algonquin Road, Suite 105 Arlington Heights, IL 60005 C. Lianne Williams

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

at o'clock m., and duly recorded in Book of Page of County, Illinois, on the day of A.D. 19

DOC. NO. Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 19

GIVEN under my hand and Notarial Seal this 4TH day of AUGUST A.D. 19 86 Notary Public Robert Kennedy

personally known to me to be the same person whose name SHE signed, sealed, and delivered the said instrument as subscribed to the foregoing instrument, appeared before me and Do hereby certify that MONA CRECELIVUS, A DIVORCED WOMAN, NOT SINCE REMARRIED

STATE OF ILLINOIS COUNTY OF Cook THE UNDERSIGNED

MONA CRECELIVUS MONA R. CRECELIVUS Notary Public

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

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 release or satisfaction by the mortgagor. If the 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 hereon, then this conveyance shall be null and void as if it had never been made.

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 assignees' fees, outlays for documentary evidence and cost of said abstract, and examination of title; (2) All the costs of the mortgage, if any, for the purpose authorized in the mortgage with interest on such advances as 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 principal money remaining unpaid. The overplus of the proceeds of a sale, if any, shall then be paid to the mortgagor.

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 mortgagor's fee, and for the cost of the complaint in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose, and in case of any other suit, or legal proceeding, whereon the Mortgagee shall be made a party thereby by reason of this mortgage, its costs and charges of the attorneys or solicitors of the Mortgagee, to make parties, for services in such suit or proceeding, shall be a further 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.

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 back taxes and assessments as may be due on the said premises, pay for and maintain such insurance as shall have been required by the Mortgagee to bear the said premises to the satisfaction of 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 rent, issue, and profits for the use of the premises hereinafore described, and employ other persons and expend such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN THE EVENT that the whole or 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 Mortgagee, or any party claiming under said Mortgagee, and without regard to the priority or lien of any such party, cause an order of appointment of a receiver, or for an order to place the premises in possession of the premises or person 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 rent, issue, and profits of the 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 rent, issue, 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.

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

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

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AND the said Mortgagor further covenants and agrees as follows:

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 written notice of an intention to exercise such privilege is given at least thirty (30) 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 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 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 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 returned 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 been obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the hands 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 any 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.

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## PARCEL 1:

THE WEST 24.33 FEET OF THE EAST 127.70 FEET ALL BEING OF THE FOLLOWING DESCRIBED TRACT AND MEASURED ALONG AND AT RIGHT ANGLES TO THE SOUTH LINE THEREOF; THAT PART OF LOT 1 IN ZEMON'S CAPITOL HILL SUBDIVISION UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF DES PLAINES, ELK GROVE TOWNSHIP IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 1 BEING 75 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 1, THENCE SOUTH 88 DEGREES 19 MINUTES 16 SECONDS WEST, A DISTANCE OF 89 FEET; THENCE SOUTH 1 DEGREE 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 235.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 20 MINUTES 34 SECONDS EAST, A DISTANCE OF 89 FEET TO A POINT OF THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, SOUTH 1 DEGREE 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 79 FEET TO THE SOUTH EAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 1, SOUTH 88 DEGREES 20 MINUTES 34 SECONDS WEST, A DISTANCE OF 241.48 FEET; THENCE NORTH 1 DEGREE 39 MINUTES 26 SECONDS WEST, A DISTANCE OF 85.81 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 1 DEGREE 39 MINUTES 26 SECONDS EAST, A DISTANCE OF 7.90 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 34 SECONDS EAST, A DISTANCE OF 98.44 FEET TO THE POINT OF BEGINNING;

ALSO

## PARCEL 2:

THE NORTH 12 FEET OF THE SOUTH 48 FEET OF THE EAST 30 FEET ALL BEING OF THE FOLLOWING DESCRIBED TRACT ALL NORTH AND SOUTH MEASUREMENTS MADE ALONG THE EAST AND WEST LINES AND ALL THE EAST AND WEST MEASUREMENTS MADE AT RIGHT ANGLES TO THE SOUTH LINE OF THE FOLLOWING: THAT PART OF LOT 1 IN ZEMON'S CAPITOL HILL SUBDIVISION UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF DES PLAINES, ELK GROVE TOWNSHIP, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 1 BEING 75 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 1, THENCE SOUTH 88 DEGREES 19 MINUTES 16 SECONDS WEST, A DISTANCE OF 210.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1 DEGREE 40 MINUTES 44 SECONDS WEST, A DISTANCE OF 72.00 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 16 SECONDS WEST, A DISTANCE OF 35.13 FEET; THENCE SOUTH 1 DEGREE 39 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.00 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 1 DEGREE 39 MINUTES 26 SECONDS WEST, A DISTANCE OF 222.00 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 16 SECONDS WEST, A DISTANCE OF 23.94 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS;

ALSO

## PARCEL 3:

EASEMENTS AS ESTABLISHED BY PLAT OF ZEMON'S CAPITOL HILL SUBDIVISION UNIT NO. 3 RECORDED MARCH 24, 1961 AS DOCUMENT 18 117 742 AND INCORPORATED BY DIRECT REFERENCE TO THE DECLARATION OF EASEMENTS AND EXHIBITS "1" AND "2" THERETO ATTACHED DATED SEPTEMBER 1962 AND RECORDED SEPTEMBER 10, 1962 AS DOCUMENT 18 585 772 MADE BY CHODY TOWNHOUSES, INC., AN ILLINOIS CORPORATION, AND AS CREATED BY THE DEED FROM MAYWOOD PROVISION STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT NO. 1961 TO APOLLO SAVINGS DATED JUNE 15, 1966 AND RECORDED JULY 27, 1966 AS DOCUMENT 19 898 595, (A) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER ACROSS AND ALONG THAT AREA SHOWN AS "INGRESS-EGRESS EASEMENT" ON PLAT OF ZEMON'S CAPITOL HILL SUBDIVISION UNIT NO. 3 (EXCEPT THAT PART THEREOF FALLING IN PARCEL AFORESAID) AND (B) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS AND PARKING OVER ACROSS AND ALONG THAT AREA SHOWN AS "INGRESS-EGRESS EASEMENT" ON PLAT OF ZEMON'S CAPITOL HILL SUBDIVISION UNIT NO. 3 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 2 AFORESAID)

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FHA Case No. 131-4505600-703

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

This rider attached to and made part of the Mortgage between

MONA CRECELIUS-----Mortgagor and,  
RESIDENTIAL FINANCIAL CORP.-----Mortgagee,  
dated 8/5/86 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgage 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 (4c) 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

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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.

*Mona R. Crecelius*

Mortgagor

MONA CRECELIUS

R.

m.c.

Mortgagor

86339912

Property of Cook County Clerk's Office

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## PREPAYMENT OPTION RIDER TO FHA MORTGAGE

The Rider dated the 5TH day of AUGUST, 1986, amends the mortgage of even date by and between:

MONA CRECELIUS, A DIVORCED WOMAN, NOT SINCE REMARRIED  
R.

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,  
MONA CRECELIUS, A DIVORCED WOMAN, NOT SINCE REMARRIED

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

*Mona R. Creelius* (SEAL)  
MONA CRECELIUS MONA R. CRECELIUS  
M.R.C.

----- (SEAL)

----- (SEAL)

----- (SEAL)

Signed, sealed and delivered  
in the presence of

SEPT-91 RECORDING \$16.40  
TR4444 TRAN 0278 98/07/86 10-50.00  
#2688 # ID \*32-339912  
COOK COUNTY RECORDER

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-86-339912

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