### 141103176 UNOFFICIAL

## **MORTGAGE**

is used in connection mortgages, sassing ander the Housing Act

AUGUST THIS INDENTURE, Made this 1ST day of AUGUST JOHN E. LESNIAK AND MARGUERITE LESNIAK, HUSBAND/WIFE

. 19 86

, Mortgagor, and

RESIDENTIAL FINANCIAL CORP.

86340598

a corporation organized and existing under the laws of

**NEW JERSEY** 

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidence herewith, in the principal ment of \_\_EIGHTY-NINE\_THOUSAND, TWO HUNDRED \_AND 00 /100

Dollar (\$

89.200.00

payable with interest at the rate of

/|\/|\/|\\ per centeur ( 10.000

%) per arount on the unpend balance until paid, and made pervalue

to the order of the Mortgagee at its office in 1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470

OF M MICH

place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of NINE HUNDREY FIFTY-EIGHT AND 55 /100

Dollars (S

958.55

I on the first day

SEPTEMBER! . 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 princ oal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST 2601

NOW, THEREFORE, 'b) said Mortgagor, for the better securing of the payment of the said principal sum of money and incerest and the performance of the convenants are a comments herein contained, does by these presents MORTGAGE and WARRANT unto the Montgages, its successors or assigns, the following fest abed Real Estate situate, lying, and being in the County of COOK

LOT 149 IN WINSTON PARK UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 15-03-218-021

MA

915. Winston Drive Molrose Park, 16 60.00

SEE ATTACHED ONE TIME MIP PAYMENT RIDER MADE A PART HEREOF. SEE ATTACHED PREPAYMENT OPTION RIDER MADE A PART HERZOF.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances there with celonging, and the rests, issues, and profits thereof. and all apparatus and fixtures of every kind for the purpose of suppyling or distributing beat, light, water coviewer, 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

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, as 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 fead I xemption 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 varies inereof, 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 smalle, 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 communice 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.

Replaces FHA-2116M, which may be used until supply is exhausted

STATE OF ILLINOIS HUD-92116M (5-80)



AND the said Mortgagor further convenants and agrees as follows:

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 Mortgagoe, 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 hea of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
  - (f) If and so long as said note of even day and this instrument are insured or are reinsured under the provisions of the National Housing Act, as amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premains, in order to provide such holder with funds to pay such premium to the Socretary 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 Socretary of Housing and Urban Development, a monthly charge (FA so 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 one—inding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equit to the ground rents, if any, next due, plus the premiums that will next become due and psyable on policies of fire and other hazard insurance our crim; the mortgaged property; plus taxes and assessments next due on the mortgaged property; all as estimated by the Mortgagees less all sums already p ad berefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will accome 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 Mortgagor to the following items in the order set furth:
  - (I) premium charges under the or aract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as t'e car: may be:
  - (II) ground rents, if any, taxes, special answersts, fire, and other hazard insurance pressures.
  - (III) interest on the note secured hereby, and
  - (IV) amortization of the principal of the said not a

Any deficiency in the amount of any such aggregate monthly attents 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 Mortgage may collect a "late charge" not to exceed four cents (44) for each deliar (\$1) for each payment more than falsess (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 priceding paragraph shall exceed the amount of the payments actually made by the Mortgagor 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 reland 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 in its, 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 Mortgagor 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 fine. If at any time the Mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire video disease represented thereby, the Mortgagoe shall, in compating the amount of such indebtedness, credit to the account of the Mortgagor all payments made as or the provisions of subsection (a) of the preceding paragraph which the Mortgagoe has not become obligated to pay to the Secretary of Housing and Urban Dimele provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of subsection (b) of the preceding paragraph. The meaning is the late of the late of the premises covered hereby, or if the Mortgagoe acquires the property otherwise after default, the Mortgagoe shall apply, in the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the late of any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ALIDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign at a Mortgagor all the rents, issues, and profits now due or which may bereafter 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 agains: 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 renew als 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 of 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 exanguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance evolution 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 haid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether this or not

3 HE 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, declaring 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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UNOFFICIAL COPY, EXECUTION HEREOF IS INCOMPLETE UNLESS THERE IS ATTACHED HERETO A

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

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thiny (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein supulated, then the whole of said principal sum remaining impaid together with accrued interest thereon, shall, at the election of the Mortgages, without notice, become immediately due and payable

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 tolvency or insolinency at the time of such apolications 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 rests, issues, and profits of the tail standary period of redemption, and such rests, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other nems necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above discribed 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 six discretion, may keep the said premises in good repair, pay such corrent back takes and assessments as may be //w 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 Mortgage or a citiers 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, an approximation the use of the premises hereinabove described, and employ other persons and expenditiself such amounts as are reasonably necessary to carry out the first joins of this paragraph.

AND IN CASE OF FURICLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographer of the complannant 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 force insure, and in case of any other mit, or legal proceeding, wherein the Mortgages shall be made a party thereto by reason of this mortgage, its costs and expenses, any one reasonable fees and charges of the attorneys or solicitors of the Mortgages, so made patties, for services at such suit or proceedings, shall be a further lien and abuse upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured. hereby and be allowed in any decry, foreclosing this mortgage.

AND THERE SHALL BE INCLUDE by of decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any sale fraction of such sist or surful advertising, sale, and conveyance, including attorneys, solicitors, and menographers fees, outlays for documentary evidence and cost of said abstract and examination of tale. (2) all the moneys advanced by the Mortgages, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth is, the late secured hereby, from the time such advances are made. (3) all the according to the mortgage of the proceeds of sale, if any, shall then be paid to the Mortgages.

If Mortgagor shall pay said note at the time and in the many or more said and shall abide by, comply with, and duly perform all the covenants and agreements bettern, then this conveyance shall be not and word and Mortgagor, in, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this enortgage, and Mortgagor hereby waives the be refus of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the tune for paymont of the hereby secured given by the mortgager to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Yor gagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the trends of advantages shall source, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular must of shall include the plural, the plural the singular, and the masculine needer shall include the feminine.

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

1192		W	As from	1
JOHN E. LESNIAN	(SEAL)		E LESKIAK	(SEAL)
	(SEAL)		0	(SEAL)
STATE OF ILLINOIS				
COUNTY OF Jook	dusianto		public, in and for the cou	ar, ai d State aforesaid.
Do Hereby Certify That JO	HN E. LESPÎTAK AND HARGUERITE L	eshiak, husrand/	VIFE	
and				CV
•	to be the same person whose name 5 - 87		bed to the foregoing insuran	
this day in person and acknowled	<del>-</del>	, and delivered the said		free and voluntary act
for the uses and purposes theres	n set forth, including the release and warv and Notarial Seal this 1ST	er of the right of home  day GUGUS		9 36
My Offinmia on E	Expires_12/19/89	Sond	in T. D	Motor Palic .
DOC. NO.	, Filed for Record in the Recorder's C	Whice of		
IJ	County, Himois, on the	day of		A.D. 19
at o'clock	m., and duly recorded in Book	of	Page	
RETURN TO AND PREPA	- <del>-</del>			
RESIDENTIAL FINANCI				
155 E. ALGONQUIN RO				HUD-92116M(5-80)
ARLINGTON HEIGHTS,				GPO 871 680
ATTN: KIMBERLEE OLS	ON			

# UNOFFICIAL CORY,

#### PREPAYMENT OPTION RIDER TO FHA HORTGAGE

The Rider dated the  $\,$  157 day of AUGUST  $\,$  ,  $\,$  1986 , amends the mortgage of even date by and between:

JOHN E. LESNIAK AND MARGUERITE LESNIAK, 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 rejerved 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 printen 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 dubc, in whole or in part, on any installment due date."

IN WITNESS WHEREOF,
JOHN E. LESNIAK AND MARGUERITE LESNIAK, HUSBAND/WIFE

has s	et bis	hand a	nd seal	the day and year first processed.
				(SEAL)
				JOHN E. LESNIAK
				Margareta Const. (SEAL)
				HARGUERITE LESNIAN
				(SEAL)
				/eFALL

Signed: Sealed and delivered in the presence of / /

Landes T. Scheckel

# UNOFFICIAL CEOPY 131:43538

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

This rider attached to and made part of the Mortgage between JOHN E. & MARGUERITE LESNIAK, HUSBAND/WIFE

Mortgagor and, Mortgagee,

RESIDENTIAL FINANCIAL CORP.
dated 8/1/86 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 delinguent, 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 Mortgager each month in a single payment to be applied by the Mortgager to the following items in the order set forth:
  - qround 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 addregate 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 layment more than fifteen (15) days in arrears, to cover the extma 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 payment, attually made by the Mortgagoe for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan in current, at one 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 participants as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgage 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 Mortgage, in accordance with the provisions of the note secured nereby, full payment of the entire indebtedness represented thereby, the Mortgage 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 acquires the property otherwise after default, the Mortgage

# **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.

of the Open of County Clark's Office

COOK CORALLY DECORALTE शहारक क्रिक्ट १९६५ स्ट व्यास १९४८स 160-00 of 12 to 66 sale will be by DEBT-61 RECORDING

MAIL