

UNOFFICIAL COPY

874829474 7

111-6175366

State of Illinois

Mortgage

FHA Case No.

131:5155724-703-208B

This Indenture, made this **24TH** day of **AUGUST**, 19**87**, between **CHARLES P. O'CONNELL AND VICTORIA L. O'CONNELL, HUSBAND AND WIFE**

AMERISTAR FINANCIAL CORPORATION, A CORPORATION ITS SUCCESSORS AND/OR ASSIGNS Mortgagee, and a corporation organized and existing under the laws of **THE STATE OF CALIFORNIA**, Mortgagee.

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of **EIGHTY TWO THOUSAND TWO HUNDRED AND NO/100** Dollars (\$ **82,200.00**)

payable with interest at the rate of **TEN** per centum (**10.000** %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **3860 CALLE FORTUNADA, SAN DIEGO, CA 92123** 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 TWENTY ONE AND 36/100 Dollars (\$ **721.36**) on the first day of **OCTOBER**, 19**87**, 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**, 20**17**.

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 Warranty** unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of **COOK**

and the State of Illinois, to wit:
LOT 2 IN BLOCK 4 IN PROSPECT MEADOWS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTHEASTERLY OF THE CENTER LINE OF RAND ROAD) AND (EXCEPT THEREFROM THE FOLLOWING PIECES OR PARCELS OF LAND: THE NORTH 147.58 FEET OF THE EAST 147.58 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 AND THE SOUTH 147.58 FEET OF THE EAST 147.58 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27) ALSO (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING ON A LINE 50 FEET EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 AND AT A POINT ON SAID LINE 50 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 200 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, 386.78 FEET, THENCE NORTHERLY AT RIGHT ANGLE TO THE CENTER LINE OF RAND ROAD 34.77 FEET TO A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD 237.66 FEET TO A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 253.92 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

03-27-310-002
COMMONLY KNOWN AS: 625 BUNTING LANE
MOUNT PROSPECT, ILLINOIS 60056

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 Mortgagee in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Previous edition may be used until supplies are exhausted

874829474

15 00 MAIL

87-482947

ATTN: JULIE SOVEREEN

SCHAUMBURG, ILLINOIS 60173
1100 EAST WOODFIELD DRIVE-STE. 420

AMERISTAR FINANCIAL CORPORATION, A CORPORATION
ITS SUCCESSORS AND/OR ASSIGNS

RECORD AND RETURN TO:

SCHAUMBURG, IL 60173

JULIE SOVEREEN
PREPARED BY:

Property of Cook County Clerk

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

Given under my hand and Notarial Seal this

24

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

person and acknowledged that they
person whose name is
and VICTORIA L. O'CONNELL
aforesaid. Do Hereby Certify That CHARLES P. O'CONNELL
I, THE UNDERSIGNED

a notary public, in and for the county and State
his wife, personally known to me to be the same
subscribed to the foregoing instrument, appeared before me this day in
signed, sealed, and delivered the said instrument as THEIR

County of

State of Illinois

VICTORIA L. O'CONNELL/HIS WIFE

Victoria L. O'Connell

CHARLES P. O'CONNELL

Charles P. O'Connell

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

Seal

Seal

Seal

Seal

87482947

DEPT-01
\$15.25
1400003 TRNN 226 09/02/87 10:16:00
\$2261.00 * 87-482947
COOK COUNTY RECORDER

UNOFFICIAL COPY

87482947

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 60 days from the date hereof (written statement of an officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 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. Notwithstanding the foregoing, 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 National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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.

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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to 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 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.

87482947

UNOFFICIAL COPY



FHA ASSUMPTION RIDER

This Assumption Rider is made this 24TH day of AUGUST, 1987,
 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security
 Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrow-
 er's Promissory Note (the "Note") to AMERISTAR FINANCIAL CORPORATION, A CORPORATION,
ITS SUCCESSORS AND/OR ASSIGNS (the "Lender")
 of the same date and covering the property described in the Security Instrument and located at:

625 BUNTING LANE MOUNT PROSPECT, IL 60056

(Property Address)

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED. "The Lender shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by the Security Instrument to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower, pursuant to a contract of sale executed not later than 24 months after the date of execution of the Security Instrument or not later than 24 months after the date of a prior transfer of the property subject to this Security Instrument, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner."

IN WITNESS WHEREOF, Borrower has set his hand and seal the day and year first aforesaid.

Charles P. O'Connell (SEAL)
 CHARLES P. O'CONNELL

Victoria L. O'Connell (SEAL)
 VICTORIA L. O'CONNELL

____ (SEAL)

____ (SEAL)

White — Attach to Security Instrument

Canary — Corporate File

Pink — Branch File

Goldenrod — Borrower

87482947

710828155

UNOFFICIAL COPY

FHA ASSUMPTION RIDER

1-10-68

THIS ASSUMPTION RIDER IS TO BE ATTACHED TO THE FRONT COVER OF THE DEED OR SECURITY INSTRUMENT WHICH IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, TO SECURE THE BORROWER'S OBLIGATION TO THE LENDER.

THIS ASSUMPTION RIDER IS TO BE ATTACHED TO THE FRONT COVER OF THE DEED OR SECURITY INSTRUMENT WHICH IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, TO SECURE THE BORROWER'S OBLIGATION TO THE LENDER.

THIS ASSUMPTION RIDER IS TO BE ATTACHED TO THE FRONT COVER OF THE DEED OR SECURITY INSTRUMENT WHICH IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, TO SECURE THE BORROWER'S OBLIGATION TO THE LENDER.

THIS ASSUMPTION RIDER IS TO BE ATTACHED TO THE FRONT COVER OF THE DEED OR SECURITY INSTRUMENT WHICH IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, TO SECURE THE BORROWER'S OBLIGATION TO THE LENDER.

THIS ASSUMPTION RIDER IS TO BE ATTACHED TO THE FRONT COVER OF THE DEED OR SECURITY INSTRUMENT WHICH IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, TO SECURE THE BORROWER'S OBLIGATION TO THE LENDER.

THIS ASSUMPTION RIDER IS TO BE ATTACHED TO THE FRONT COVER OF THE DEED OR SECURITY INSTRUMENT WHICH IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, TO SECURE THE BORROWER'S OBLIGATION TO THE LENDER.

THIS ASSUMPTION RIDER IS TO BE ATTACHED TO THE FRONT COVER OF THE DEED OR SECURITY INSTRUMENT WHICH IS BEING RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, TO SECURE THE BORROWER'S OBLIGATION TO THE LENDER.

(SEAL) _____
WALTER J. CORNELL

(SEAL) _____
WALTER J. CORNELL

(SEAL) _____

(SEAL) _____

Property of Cook County Clerk's Office

83482947

87482947

1-10-68

1-10-68