

# UNOFFICIAL COPY

State of Illinois

## Mortgage

87072410  
87072410  
Loan # 900410-2

FHA Case No.:  
131-5272956-703B

This Indenture, Made this 18th day of December, 19 87, between PAUL T. STAUNKE AND JULIE A. STAUNKE, HIS WIFE AND HENRY F. STAUNKE MARRIED TO CAROL O. STAUNKE, Mortgagor, and

Midwest Funding Corporation  
a corporation organized and existing under the laws of  
Mortgagor.

the State of Illinois

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-two thousand seven hundred fifty and NO/100 Dollars (\$ 62,750.00 )

payable with interest at the rate of Eleven  
per centum ( 11.00000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its  
office in DONNERS GROVE , 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  
Five hundred ninety-seven and 59/100 Dollars (\$ 597.59 )  
on February 01 19 88 , 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 January  
20 18 .

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:

LOT 32 IN BLOCK 1 IN TIMOTHY E. RYAN'S SUBDIVISION OF BLOCKS 1,2 AND 3 IN THE  
SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY,  
ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO  
AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND  
AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS  
OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

Item # 16-19-207-023 *BFO AM*

Also known as 1241 SOUTH ELMWOOD AVENUE, BERWYN  
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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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87672410



PREPARED BY: KIM LAMOHNANS  
MIDWEST MUNDING CORPORATION  
1020 1ST STREET, SUITE 401  
DODGE CITY, KS 67701-2241-06  
PHONE # 913-432-1000 FAX 913-432-1006  
E-MAIL: [kim.lamohnans@mwmunding.com](mailto:kim.lamohnans@mwmunding.com)

11000000 AIRBUS X0005  
P-7000-4 09 # 00000H  
18/03/01 0000 0000 1111H

DOWNERS GROVE, ILLINOIS 60515

1020 31st Street, Suite 401

MIDWEST MUDGING CORPORATION

KIN LAMCHAB

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

<p>1. THIS UNDERTAKING IS MADE, THIS <u>UNDETERMINED</u> DAY OF <u>APRIL</u>, IN THE YEAR OF <u>1987</u>.</p> <p>2. WHEREAS, DO HEREBY CERTIFY THAT <u>PAUL M. STAINICK</u> AND <u>JUDGE A. STAINICK</u>, HIS WIFE AND <u>HENRY F. STAINICK</u> AND <u>CAROL G. STAINICK</u>, HIS WIFE, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS ARRESTED, SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPERARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED, AND DELIVERED THE SAME AS A TRUE FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE right OF homestead.</p>	 <p>NOTARY PUBLIC NANCY P. COOK MASSACHUSETTS APRIL 1, 1987</p>
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87672410

WITNESSED the undersigned and sealed to the Mortgagee, the day and year first written.  
CAROL G. STARNICK HAS EXECUTED THIS MORTGAGE IN THE  
THE SOLE PURPOSE OF PERPETUATING THE MAINTENANCE OF THE  
MORTGAGEE WORKERS COMPENSATION ACT  
HAROLD F. STARNICK  
(SEAL) *Harold F. Starnick*  
JUDIE A. STARNICK  
(SEAL) *Judie A. Starnick*  
PAUL T. STARNICK  
(SEAL) *Paul T. Starnick*

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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 Mortgagor 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.

And the said Mortgagor further covenants and agrees as follows:

*That privilege is reserved to pay the debt in whole, or in part,  
on any installment due date.*

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:

XXXXXX it shall be 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 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 com-

putting the amount of such indebtedness, credit to the account of the Mortgagor all amounts made under the provisions of subsection (a) of the preceding paragraph which have been paid by the Mortgagor.

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 required, 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 in the same proportion.

~~XXXX~~ 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

~~XXXXII~~ 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:

Secretary of Mining and Development  
Chairman  
be

**I(D)X**ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(II) XXX interest on the note secured hereby;

**I(X)XX**mortization of the principal of the said note; and  
**IV)XX**late charges.

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) ~~XX~~ 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 (b) ~~XX~~ 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 com-

**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.

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The covermats herein contained shall bind, and the beneficiaries and beneficiaries shall include the partners, successors, and assigns of the parties hereto.

If it is expressly agreed that no extension of the time for payment  
of the debt hereby secured given by the Mortgagor shall operate to release, in  
any manner, the original liability of the Mortgagor.

If Mortgagor shall pay unto Lender in 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 Mortgagor will, within thirty (30) days after  
written demand therefor by Mortgagor, execute a release of  
benefits of all covenants or laws which require the earlier execution  
or delivery of such release or modification by Mortgagor.

And where shall 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, & attorneying, pale, and conveyance, including attorney's, solicitor's, and barrister's fees, outlays for documentation evidence and damages; (2) all the money raised by sale, and conveyance, including attorney's, solicitor's, and barrister's fees, outlays for documentation evidence and damages; (3) all the money raised by sale, and conveyance, including attorney's, solicitor's, and barrister's fees, outlays for documentation evidence and damages; (4) all the said principal money re-  
demanded hereafter, &c. (5) all the interest remitted upon the in-  
come made; (6) all the interest remitted upon the principal money re-  
mained unapplied. The overplus of the proceeds of sale, if any,  
shall then be paid to the Master of the Rolls.

And in case of foreclosure of this mortgage by any holder  
in any court of law or equity, a reasonable sum shall be allowed  
for the collection of fees, and expenses, fees of the attorney  
and his solicitor's fees, and expenses, fees of the servicer  
and his attorney, and expenses, fees of the trustee  
proceeding, whether it be a party defendant or plaintiff,  
by reason of this mortgage, its costs and expenses, and the  
reasonable fees and charges of the attorney or solicitors of the  
plaintiff, or defendant, for services in such suit or pro-  
ceedings, so made parties, for services upon the trial and  
foreclosure under this mortgage, and all such expenses shall become  
so much additional indebtedness recoverable hereby and be allowed.

Whenver the said Mortgagor 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 in subsequent mortgage, the said Mortgagor, 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 as shall amount to the full value of the property; leave the said premises to the best of his ability to carry out the provisions of this paragraph.

costs, taxes, insurance, and other items necessary for the project.

In the event of default in making any monthly payment pro-  
vided 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 ac-  
crued interest thereon, shall, at the election of the Mortgagor,  
without notice, become immediately due and payable.  
And in the event that the whole of said debt is declared to be  
due, the Mortgagor shall have the right immediately to recover  
diligently, 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 Mort-  
gagor, 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 principal sum or interest thereon  
in time of such application for appointment of a receiver, or for  
any other purpose, or for any other reason, and without  
regard to the value of said premises or the premises, and  
in order to place Mortgagor in possession of the premises,  
shall then be entitled to the value of said premises or the same  
without regard to the quality of the property or the condition  
of the premises, and shall receive the same in full satisfaction  
of all debts, claims and demands of the Mortgagor, and  
shall be entitled to the same in full satisfaction of all debts,  
claims and demands of the Mortgagor.

The Alderman further agrees that should this mortgage and the note recited hereby not be eligible for insurance; under the National Housing Act within **60** days from the date hereof, he (or) will then remit to the Secretary of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development a sum equal to the amount of the note plus interest at the rate of six percent per annum, plus all costs of collection, including attorney's fees, and all expenses of the collection, and the Alderman shall be relieved of all liability on the note.

That if at the present time, or any part thereof, the condemned under any power of eminent domain, or acquisition, or required for a public use, the damages, proceeds, and costs, and the consideration for such acquisition, to the extent of the full amount of indemnities upon which Major, and the Note secured by him, remitting unpaid, are hereby satisfied, paid, and the Note shall be hereby discharged by the holder or his assignee to the person or persons entitled thereto, whether it is on account of the original or any subsequent payment made by him.

All municipalities shall be entitled to renewals thereafter to be held by the Mayor or his/her successor and the policies and regulations in compliance thereto shall be carried out as approved by the Mayor or his/her successor, who may make proposals of loans if not made promptly by the Mayor or his/her successor will give immediate notice by mail to the Mayor or his/her successor, and each municipality concerned is hereby authorized and directed to make payment for such loans directly to the Mayor or his/her successor and the Mayor or his/her successor shall be entitled to receive payment of the amount of the loan so made by the Mayor or his/her successor, and each municipality concerned is hereby authorized and directed to make payment for such loans directly to the Mayor or his/her successor and the Mayor or his/her successor shall be entitled to receive payment of the amount of the loan so made by the Mayor or his/her successor.

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LOAN# 900410-2

CASE# 131:5272956~703B

## FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgage shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage 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 mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirement of the Commissioner.

*Paul T. Stahnke*

December 18, 1987

Borrower PAUL T. STAHLKE

Date

*Julie A. Stahnke*

December 18, 1987

Borrower JULIE A. STAHLKE

Date

*Henry F. Stahnke*

December 18, 1987

Borrower HENRY F. STAHLKE

Date

*Carol G. Stahnke*

12-18-87

Borrower CAROL G. STAHLKE HAS EXECUTED THIS FHA ACCELERATION CLAUSE FOR THE  
SOLE PURPOSE OF PERFECTING THE WAIVER OF THE HOMESTEAD RIGHTS TO HER SPOUSE  
HENRY F. STAHLKE

State of IL

1C

County of Will

Will

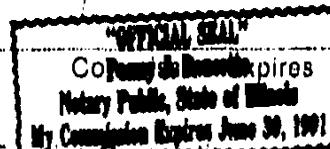
ss.

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY  
PAUL T. STAHLKE AND JULIE A. STAHLKE, HIS WIFE AND HENRY F. STAHLKE AND CAROL G.

personnally known to me to be the same person as whose name is 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 herein set forth.

Givon under my hand and official seal, this 18th day of DECEMBER, 1987.

*[Signature]*  
Notary Public



This instrument was prepared by Midwest Funding Corporation  
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

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