219 GREEN KNOLL LANZ STREAM MOOD ,

State of Illinois

Mortgage

FILA Case Sta.:

131-4769801

This Indenture, Made this

27TH

day of

JANUARY

MICHELE GRECO , A SPINSTER

DRAPER AND KRAMER, INCORPORATED

ILLINOIS a corporation organized and existing under the laws of

Mortgagee.

A7 between

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note begring even date herewith, in the principal sum of SEVENTY FOUR THOUSAND TWO HUNDRED AND 00/100

Dollars (5

74,200.00

payable with interest at the resof NINE AND 00000/100000

per centum (

9.000 maper annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its

CHICAGO, ILLINOIS

at such other place as the holder may de agreate in writing, and delivered; the said principal and interest being payable in monthly installments of PIVE HUNDRED NINETY SEVEN AND 31/100

Dollars (\$

597.31

, and a like sum on the first day of each and every month thereafter until the note is fully paid. . 19 87 except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH 20 17

Now, therefore, the said Mortgagor, for the better secur my by the payment of the said principal sum of money and interest and the performance of the covenants and agreements berein contained, due 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:

COOK COOK A FFFIRDIS FILED FOR HICORD

KER FEB -9 AH (1/2)

87078255

TAX IDENTIFICATION NUMBER:

07-18-300-005-006

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rea is sues, 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 Homesead 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 avortages insured under the one- to four-family programs of the Netland Housing Act which provide for periodic Mortgage Insurance Premium payments.

87078255

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| of the party of th | m., and duly recorded in Book | at o'ciock | | | | |
|--|--|-----------------------------------|--|--|--|--|
| be day of A.D. 19 | County, Illinois, on the | | | | | |
| der's Offlæ of | Filed for Record in the Record | рос. Йо. | | | | |
| Cold T. A work | ERESA A. NELSON. 1977 PUBLIC, STATE OF ILLINOIS 1977 PUBLIC, STATE OF ILLINOIS 1977 PUBLIC, STATE OF ILLINOIS | HT { NOT { NY (| | | | |
| . 78 el. a.s. from de vas | sidt læs lairak | Circa under my hand and Mo | | | | |
| ' DR'ARRO' DELEOURITÀ KUOLLU (O 1014 (O 1014 FINUS | storessid, Do Hereby Certify That MICHFLE GRECO, A SPINSTER, bis. right, personally known to me to be and seen name 12 subscribed to the foregoing instrument, appeared before me this day in person and section whose name 12 | | | | | |
| | | State of Illinois County of COOK | | | | |
| | | <u> </u> | | | | |
| (SEVI) | (2EVI) | <u>C</u> | | | | |
| (SEVI) | (2EVT) | | | | | |
| (SEAL) | (2EVI) | | | | | |
| [SEAL] | LILIPE ISEVIL | MICHELE GRECO | | | | |
| | he Mortgagor, the day and year first written. | Witness the hand and sessiff | | | | |

THIS INSTRUMENT PREPARED BY: JOHN P. DAVEY DRAPER AND KRAMER, INCORPORATED 33 WEST MOUROE STREET CHICAGO, ILLINOIS 60603

SEE DUE-ON-TRANSFER-RIDER ATTACHED

S1 1/05

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 nart thereof, be condemned under any power of eminent domair, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of understeams 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 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 days' time from the date of this mortgage, declining to insufe and 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.

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 foreciose 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 then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee: lease the said premises to the Mortgager 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 stendgraphers' fees, outlays for documentary evidence and cost of sale abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with prefest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrueal interest remaining unpaid on the indebtedness hereby securea; (4) all the said principal money remaining unpaid. The overplut of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manneraforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagoe will, within thirty 130) 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 Mortgagoe.

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 mascuiine gender shall include the feminine.

the order set forth: payment to be aplied by the Mortgagee to the following items in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

charge (in lieu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly (l) premium charges under the contract of insurance with the

(!!) ground rents, if any, taxes, special assessments, fire, and

other hazard insurance premiums;

(III) interest on the note secured hereby;

(V) late charges. (V) amortization of the principal of the said note; and

expense involved in handling delinquent payments. ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (5!) for each payunder this mortgage. The Mortgagee may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mottgagor prior to the Any deficiency in the amount of any such aggregate monthly

the Mortgi got. Ill payments made under the provisions of subsecputing the amount of such indebtedness, credit to the account of debtedness represented thereby, the Mortgagee shall, in comof the myte secured hereby, full payment of the entire inslial render to the Mortgagee, in accordance with the provisions insurance premiums shall be due. If at any time the Mottgagor fate when payment of such ground tents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mottgagor shall pay to the Mortgagee any amount of the payments actually inside by the Mortgagot under amount of the payments actually inside by the Mortgagot for ground tents, taxes, and assessments, or insurance premiums, as ground tents, taxes, and assessments, or insurance premiums, at the option of the Mortgagot, shall be credited on subsequent payments to the Mortgagot. If, made by the Mortgagot, or refunded to the Mortgagot under the monthly payments made by the Mortgagot under to pay ground tents, taxes, and so it is shortgagot under the preceding paragraph shall never to pay ground tents, taxes, and so it is and see that the preceding paragraph shall never to pay ground tents, taxes, and so it is and see that the preceding paragraph shall never the preceding paragraph and the preceding paragraphs and the preceding paragraphs and the preceding paragraphs and the preceding paragraphs are the preceding paragraphs. premiums, as the case may be, when the same shall become due

Development, and any balance temaining in the funds acbecome obligated to pay to the Secretary of Housing and Urban tion (a) of the preceding paragraph which the Mortgagee has not

been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have against the amount of principal then remaining unput of muons aid under subsection (b) of the preceding paragraph as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the little the property is otherwise default, the Mongagee shall apply, 2. the time of the commencehereby, or if the Mortgagee acquires the property otherwise after of this mortgage resulting in (191 bile sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding

become due for the use of the premises hereinabove described. the tents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebtedness

sion for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or heresiter

> paid by the Mortgagor. proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make said premises in good repair, the Mortgagee may pay such taxes, than that for taxes or assessments on said premises, or to keep such payments, or to satisfy any prior lien or incumbrance other in case of the refusal or neglect of the Mortgagor to make

> premises or any part thereof to satisfy the same. ment, or lien so conteace, and the sale or forfeiture of the said which shall operate to prevent the collection of the tax, assesslegs: proceedings brought in a court of competent jurisdiction, teith, contest the wite or the validity thereof by appropriate ments situated thereon, so long as the Mortgagor shall, in good becuries quelin or sny part thereof or the improveor remove any tex, essessment, or tex lien upon or against the shall not b: required not shall it have the right to pay, discharge. mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this

(Ollows: And the said Mortgagor further ovenants and agrees as

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

first day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgager, on the of principal and interest payable under the terms of the lote That, together with, and in addition to, the monthly payments

collowing sums:

charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-(a) An amount sufficient to provide the holder hereof with

tional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Na-(1) If and so long as said note of even date and this instruby the Secretary of Housing and Urban Development, as follows:

ment are held by the Secretary of Housing and Urban Develop-(!!) If and so long as said note of even date and this instru-Act, as amended, and applicable Regulations thereunder; or ing and Urban Development pursuant to the National Housing holder with funds to pay such premium to the Secretary of Housnual mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the an-

balance due on the note computed without taking into account (1/12) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth ment, a monthly charge (in lieu of a mortgage insurance

delinquencies or prepayments;

sbecial assessments; and Mortgagee in trust to pay said ground tents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground tents, premiums, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgagee) less all sums already paid erty, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground tents, if any, next due, plus

of this paragraph and all payments to be made under the note (c) All payments mentioned in the two preceding subsections

37073255

UNIT 1-5-14-C-219 IN WILDBERRY CONDOMINIUM, STREAMWOOD, ILLINOIS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF WILDBERRY UNIT 1, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLIEOIS.

EMICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINION OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JUNE 5, 1986 AS DOCUMENT NUMBER 86-226,144, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED DECLARATIONS AS SIME ARE FILED OF RECORD, IN COOK COUNTY, ILLINOIS.

MORIGAGOR ALSO HEREBY GRANTS TO MORICAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAIF PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

Property of Cook County Clerk's Office

87078255

UNOFFICIAL COPY

37073233

DUE-ON-TRANSFER-RIDER

Notice: This rider adds a provision to the Instrument allowing the Lender to require payment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 27TH day of JANUARY

1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed

1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

DRAPER AND KRAMER, INCORPORATED

(the "Lender") of the same date (the "Note") and covering the property described in the Instrument and located at: 219 GREEN KNOLL LANE STREAMWOOD, IL 60103

(Property Address)

AMENDED COVE VANT. In addition to the covenants and agreements made in the Instrument, Borrower and Lender further covenant and agree as follows:

The Lender shall, with the prior approval of the Federal Housing Commissioner, or his/her designee, declare all sums secured by this instrument of he 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 this instrument or not later than 24 months after the date of the prior transfer of the property subject to this instrument, to a purchaser whose credit has not been approved in accordance with requirements of the Commissioner.

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider:

| Michele Greco | Bonow |
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| (Space below this line for acknowledgement) | |

Property or Coot County Clert's Office