8711026

UNOFFICIAL COPY

MORTGAGE

This from is used in connection with mortgages insured under the one- to four-family provisions of the Nazionali Housing Act.

THIS INDENTURE, Made this 19TH day of FEBRUARY .19 87 , between ALFRED W. KEATING AND JUNETTE L. KEATING, HUSBAND/WIFE

, Mongagor, and RESIDENTIAL FINANCIAL CORP.

87110261

a corporation organized and existing under the laws of

NEW JERSEY

Mortgagee,

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of THIRTY-SIX THOUSAND, FIVE HUNDRED FIFTY AND 96 /199

Dollar (\$

36,550,00)

NINE

payable with interest at the rate of $/| \ \ \ | \ \ |$ per centum (9.000 %) 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

THREE HUNDRED REVENTY AND 71 /100

370.71

Dollara (\$

0.71) on the first day

of APRIL 19 67, 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 MARCH 2002

NOW, THEREFORE, the said Mortgager, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and 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".

FIN: 08-08-301-059-1003 MK 08-08-301-055-10601 5400 Carriage Way, with 103, Rolling Meadows

"SEE ATTACHED CONDOMINIUM RIDER MADE A PART HEREOF."

"SEE ATTACHED FREPAYMENT/ASSUMPTION RIDER TO MORTGAGE MADE A PART HEREOF."
TOGETHER, with all and singular the tenements, hereditaments and appurtunances thereunic belonging, and the rents, issues, and profits thereof;
and all apparatus and fixtures of every kind for the purpose of suppyling 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 laterest of the said Mortgagor in and to said
premises.

TO HAVE AND TO HOLD the above-described premises, with the appartenances and fixtures, unto the sair ... fortgages, 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 Home, lead I xemption Laws of the State of Illinois, which said rights and benefits the said Mortgager 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 mortgages, 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 Mortgager 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 Mortgages in such forms of insurance, and in such smounts, as may be required by the Mortgages.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lies 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 said 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 Mortgages 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 PHA-2116M, which may be used until supply is exhausted

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

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GAOR MIUDHODIA TRABE EM PESTORNITAL FINANCIAL CORP. ка озякчэяя оне от ияптая

089 178 O4D ... HUD-92116M(5-80)

Page and duly recorded in Book TO YAD County, Illinois, on the 98-76-0) Piled for Record in the Recorder's Office of Moinry Public MANN 48 61 'Q'Y GIVEN under my hand and Notacial Seal this HIS! es and purposes therein set forth, including the release and waiver of the right of homestead. THEIR: Itee and voluntary act signed, sealed, and delivered the said instrument as THEX hard begins womben been morned at the side om evoled benaoqua (Cemuntani gnicaero) ests of beditoadua gre ... Do Mereby Certify That ALFRED W. KEATING AND JUNETTE L. KEATING, HUBBAND/WILL. Nood 40 YTHUOD **SLYLE OF ILLINOIS** C. OK COUNTY BECORDER (SEVE) (SEVE) seal of the Mortgagor, the day and year first writters. ATTIVITIES the head and signs of the parties hereto. Wherever used, the singular root, we hall include the plural, the plural the singular, and the masculine

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, il operate to release; in any manner, the original liability of the Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the time for payment. The debt hereby secured given by the mortgages to any successor in interest

tions of this mortgage, and Mortgagor hereby waives the b netite of all statutes or laws which require the earlier execution or delivery of anot a place conveyance shall be null and void and h (ort, a yee will, within thirty (30) days after written demand therefor by Mortgagor, execute a

besidness hereby secured; (4) all the a vid " incipal money remaining unpeald. The overplus of the proceeds of sale, if any, shall then be paid to the t on such advances at the rate av. forth it, the note secured heroby, from the time such advances are made; (3) all the accrued interest remaining to and cost of said abstract and artificiation of title; (2) all the moneys advanced by the Mortgages, if any, for the purpose authorized in the

ec(1) will the costs of ench suit or an et accutaing, sale, and conveyance, including attorneys, solicitors, and stenographers, tees, outlays for AND THERE SHALL BE INCLOSED in any decree foreclosing this mortage and be gald out of the proceeds of any sale made in pursuance of any agagnom eith gnisoloered serost, yest as bewolks ed bess yeers.

spell be a further ties or though upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedin costs and case, and the resonable fees and charges of the attorneys or solicitors of the Mortgages, so made parties, for services in such e Keach foreclosurer, and in case of any other suit, or legal proceeding, wherein the Mortgagne shall be made a party thereto by reason series so are fees of the complement in such proceeding, and also for all outlays for documentary evidence and the cost of a complete AND IN CASE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the

IA ID COLTA OLTAP DIONICIONS OL CHIE DOUBLISHE 🙀 📝 🧸 and profits for the use of the premises hereinsbove described; and employ other persons and expend itself such amounts as an example.

in to the Montages or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the count, collect and (C) bias of the said premiser; pay for and maintain such insuch in such an anionals as a shall have been required by the Mortgagoe; lease the said pay and an only so that are a section of the south and the so serior ambiequent mortgage, the said Mortgages, in its discretion, may; keep the said premises in good repair; pay such current back taxes and war the said Montages shall be placed in possession of the above described pramises under an order of a court in which an action is ponding to

sed may behyptled toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and ing the pandency of auch foreclosure suit and, in case of sale and a deficiency, during the full statutory period of retemption, and such rents, selon of the premises, or appoint a receiver for the benefit of the Mortgages with power to collect the rents, issues, and profits of the igne or whether the same shall then by cocupied by the owner of the equity of redemption, as a homestead, anter an order blas to sulay siti of h in, or for an order to place Mortgages in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and

ing under said Mongagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a spen the filting 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 AND BY THE EVENT That he whole of easiet debt is declared to be due, the Mortgages shall have the full intraclately to forceloss this mortgage, and i inserged three and selection of the Montages, without notice, become immediately due and payable.

pol, in the preach of any other covenant or agreement herein atipulated, then the whole of said principal sum remaining unpaid together with IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a paried of thirty (30) days after the

AND the said Mortgagor further convenants 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.

"ISEE ATTACHED 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 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 lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (1) 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, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance promium, 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 theraunder; or
 - (11) 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 out and thing 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 clapse before one month prior to the date when such ground rents, premiums, taxes and assessments vill 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 aggregute 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 for furth:
 - (I) premium charges under the contact of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the rase may be;
 - (11) ground routs, if any, taxes, special as tessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of the said not

Any deficiency in the amount of any such aggregate monthly nowment 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 hiortgage may collect a "late charge" not to exceed four cents (44) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the 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 Mortgagoe for ground rents, taxes, and assessments, or insurance premiums, price to the Mortgagor. If, however, the monthly payments made by the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or recarried 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 group at parts, 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 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 become with the provisions of the note secured hereby, full payment of the entire indebt decess represented thereby, the Mortgagoe 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 become obligated to pay to the Secretary of Housing and Urban Di velopment, and any balance remaining in the funds 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, and 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 fund's accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall property adjurture 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 of an 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 by on 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 Mortgager to the Mortgager and shall be paid forthwith to the Mortgager to be applied by it on account of the indebtedness secured hereby, whether the 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.

Property of Coot County Clerk's Office

871102c1



NUNIT NO. 103 AND UNIT NO. P-10 IN THE CARRIAGE WAY COURT CONDOMINIUM BUILDING NO. 5400, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF LOTS 4 AND 5 OF THREE FOUNTAINS AT PLUM GROVE (ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1968 AS DOCUMENT NUMBER 20 543 261) BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 5 THENCE NORTH 69 DEGREES 58 MINUTES OO SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 5 AFORESAID 183.40 FEET; THENCE NORTH 20 DEGREES 02 MINUTES OO SECONDS EAST (AT RIGHT ANGLES THERETO) 35.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67 DEGREES 51 MINUTES OA SECONDS WEST 281.00 FEET; THENCE NORTH 22 DEGREES OB MINUTES 36 SECONDS EAST 281.00 FEET; THENCE SOUTH 67 DEGREES 51 MINUTES 36 SECONDS WEST 73 00 FEET; THENCE SOUTH 22 DEGREES OB MINUTES 36 SECONDS WEST 73 00 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINGIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CON-DOMINIUM FOR BUILDING NO. 5400 RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 25 945 971 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE CARRIAGE WAY COURT HOMEOWNERS, ASSOCIATION DATED THE 9TH DAY OF JULY 1981, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINDIS, AS DOCUMENT NO. 25 945 355, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO AND THE EASEMENTS THEREBY CREATED FOR THE BENEFIT OF SAID REMAINING PROPERTY.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN GRANT OF EASEMENTS DATED SEPTEMBER 25, 1968 (MD RECORDED OCTOBER 18, 1968 AS DOCUMENT NO. 20 649 594 AND AS CREATED BY DEED FROM THREE FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITE) PARTNERSHIP, TO ANTHONY R. LICATA DATED NOVEMBER 23, 1979, AND TECORDED JANUARY 3, 1980 AS DOCUMENT NO. 25 303 970 FOR INGRESS AND EGRESS OVER AND ACROSS LOT 2 IN THREE FOUNTAINS AT PLUM GROVE SUBDIVISION IN COOK COUNTY, ILLINDIS.

PARCEL 4:

EASEMENTSS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER THE NORTH 60 FEET OF THAT PART OF LOT 1 FALLING WITHIN THE EAST HALF OF THE WEST HALF OF SECTION 8 AFORESAID FOR THE PURPOSE OF REASONABLE PEDESTRIAN TRAFFIC AS CREATED BY GRANT OF EASEMENT MADY BY HIBBARD, SPENCER BARTLETT TRUST TO THREE FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITED PARTNERSHIP, RECORDED JUNE 20, 1969 AS DOCUMENT NO. 20 877 478 IN COOK COUNTY ILLINDIS.

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PREPAYMENT/ASSUMPTION RIDER

The Rider dated the 19TH day of FEBRUARY , 1987 , amends the mortgage of even date by and between:

ALFRED W. KEATING AND JUNETTE L. KEATING, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORF. as follows:

, the Mortgagee,

In Paragraph one on page 2, the sentence which reads as follows in 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 nota, 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."

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."

3. A new provision has been added as follows:

The mortgages shall, with the prior approval of the Federal Housing Commissioner, or his designes, declars 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 requirements of the Commissioner.

IN WITHESS WHEREOF, ALFRED W. KEATING AND JUNETTE L. KEATING, HUSBAND/WIFE

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

KSEAL) (SEAL) (SEAL)

(SEAL)

Signed, smaled and delivered

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FHA CONDOMINIUM RIDER TO MORTGAGE

RFC LOAN NUMBER: 141104658
FHA LOAN NUMBER: 1314830025734
MORTGAGOR: KEATING, ALFRED W. & KEATING, JUNETTE L.
PNOPIRTY: 5400 CARRIAGEWAY DRIVE #103,
ROLLING MEADOWS, IL 60008
UNIT NUMBER;
"The mortgagor further convenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."
"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed of Enabling Declaration) recorded on 7/9/81 in the Land Records of the County (DATE)
of COOK , State of TJLINOIS , is incorporated in and made part of this mortgage (Deed of Trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Cramissioner, the Mortgagee, at its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."
"As used herein, the term 'assessments' except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies, districts or other profic taxing or assessing bodies."
"If this mortgage and note be insured under Section 234(c) of the National Housin Act, such Section and Regulations issued thereunder and in affect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this mortgage and note which are inconsistent with said Section of the intional Housin Act or Regulations are hereby amended to conform thereto."
MORTGAGOR HOFRED W. REATING MORTGAGOR JUNETTE L. KEATING
MORTGAGOR MORTGAGOR
DATE: FEBRUARY 19, 1987 DATE: FEBRUARY 19, 1987

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