

State of Illinois

Mortgage

410004

FHA Case No.

131-4845467

This Indenture, Made this 20TH day of FEBRUARY , 19 87 between  
PAMELA Y. TSUCHIYA , A SPINSTER AND GORO TSUCHIYA MARRIED  
MARY K. TSUCHIYA , HIS WIFE DRAPER AND KRAMER, INCORPORATED  
a corporation organized and existing under the laws of ILLINOIS  
Mortgagor, and  
Mortgagee.

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 EIGHTY THOUSAND AND 00/100

Dollars (\$ 80,000.00 )

payable with interest at the rate of EIGHT AND ONE-HALF per centum ( 8.500 ) per annum on the unpaid balance until paid; and made payable to the order of the Mortgagee at its office in CHICAGO, 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 SIX HUNDRED FIFTEEN AND 20/100

Dollars (\$ 615.20 )

on APRIL , 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 MARCH 20 17 .

Now, therefore, the said Mortgagor, for the better securing 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:

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 MAR 13 AM 11:36

87137033

S E E L E G A L R I D E R A T T A C H E D

TAX IDENTIFICATION NUMBER: 03-08-201-030 *DK*

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.

# UNOFFICIAL COPY

87137033

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

Mark A.

BOX 333 - TH 2

Filed for Record in the Recorder's Office of  
County, Illinois, on the day of  
A.D. 19

of clock

Notary Public

" OFFICIAL SEAL "  
JANA K. GALLAGHER

A. J. Drucker, A.D. 19 87

A SPINSTER AND GORO TSUCHIYA  
a notary public, in and for the County and State  
instrument, prepared before me this day in person and acknowledged  
fee and voluntary act for the uses and purposes  
as fees,  
Instrument, performed before me this day in person and acknowledged  
by me to be the same  
Date, personally known to me to be the same  
Instrument, prepared before me this day in person and acknowledged  
fee and voluntary act for the uses and purposes  
as fees,

[SEAL]

[SEAL]

[SEAL]

[SEAL]

GORO TSUCHIYA

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

SEE DUE-ON-TRANSFER-RIDER ATTACHED

County of Racine	My Commission Expires (is) June 7, 1987
Notary Public	Place
Janet L. Schmetz	County, Wisconsin
(Name of party or persons whom instrument was executed, if any)	
(Type of authority, e.g., officer, trustee, etc., if any)	
MARY K. TSUCHIYA	(Name of person)
19-B1, WY-GOTO TSUCHIYA and	MARY K. TSUCHIYA
The instrument was acknowledged before me on February 24.	

[SEAL]

[SEAL]

[SEAL]

[SEAL]

PAMELA Y. TSUCHIYA

X MARY K. TSUCHIYA  
ACKNOWLEDGMENT

X MARY K. TSUCHIYA  
I acknowledge

# UNOFFICIAL COPY

SEE DUE-ON-TRANSFER-RIDER ATTACHED

87137033

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

X Pamela Y. Tsuchiya  
PAMELA Y. TSUCHIYA

[SEAL]

X Goro Tsuchiya  
GORO TSUCHIYA

[SEAL]

X Mary K. Tsuchiya  
MARY K. TSUCHIYA

[SEAL]

[SEAL]

[SEAL]

[SEAL]

State of Illinois

County of Cook

I, THE UNDERSIGNED  
aforesaid, Do Hereby Certify That PAMELA Y. TSUCHIYA, A SPINSTER AND GORO TSUCHIYA  
and MARY K. TSUCHIYA, HIS WIFE  
person whose name S ARE  
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  
therein set forth, including the release and waiver of the right of homestead.

, a notary public, in and for the county and State  
of Illinois, personally known to me to be the same  
free and voluntary act for the uses and purposes

Given under my hand and Notarial Seal this

27<sup>th</sup> day February , A.D. 19 87.

John K. Galagher  
Notary Public

Doc. No.

Filed for Record in the Recorder's Office

County, Illinois, on the

day of

A.D. 19

at

o'clock

m., and duly recorded in Book

of

page

BOX 333 - TH 2

Mail 96.

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

87137033

## UNOFFICIAL COPY

HUD-92116M110-85 Edition  
24 CFR 203.17(a)

This form is used in connection with mortgages insured under this Act, to four-family programs of the National Housing Act which provide for periodic mortgage insurance premiums.

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

such forms of insurance, and in such amounts, as may be required by the Mortgagor.

Such indemnities, insured for the benefit of the Mortgagor in said indemnities, during the continuance of

any time be of said premises, during all buildings that

may at any time be of said premises, (2) a sum sufficient to keep all buildings that

the said land is situated, upon the County Town, Village, or City in which

State of Illinois, or of the County Town, Village, or City in which

any tax or assessment that may be levied by authority of the

Homesite Building Laws of the State of Illinois, which said

rights and benefits the said Mortgagor does hereby expressly

reserves, for the purpose and uses herein set forth,

and assigns, unto the said Mortgagor, its successors

and assigns, and fixtures, unto the said Mortgagor, its said

and fixtures, or that may be placed in, any building

thereof, and all appurtenances thereto standing on said land, and also all the estate, rights, issues,

as heretofore provided, until said note is fully paid, (1) a sum

material men to attach to said premises; to pay to the

mortgagee with all and singular the encumbrances, hereditaments, fixtures, issues, and profits

thereof, the said Mortgagor, for the better securing to him of the payment of the said principal sum of money and interest and the perfor-

20 17  
mance of the covenants and agreements herein contained, does by these presents mortgage and warrant unto the Mortgagee, its successors

and assigns, the following described Real Estate situated, in the County of COOK

and the State of Illinois, to wit:

FILED FOR RECORD  
COOK COUNTY, ILLINOIS  
1987 MAR 13 AM 11:36

87-137033  
S E L E G A L R I D E R A T T A C H E D

20 17  
on APRIL , 1987 , and 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

20 17  
of APRIL , 1987 , and like sum on the first day of each and every month thereafter, until the note is fully paid.

Dollars (\$ 615.20 )  
per annum ( 8 . 3% per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its

place hereinafter, in the principal sum of EIGHTY THOUSAND AND 00/100

whereas the Mortgagee is fully indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even

Mortgagee.

20 17  
PAMELA Y. TSUCHIYA , HIS WIFE  
MARY K. TSUCHIYA , HIS WIFE  
Mortgagor, and

20 17  
a corporation organized and existing under the laws of ILLINOIS

20 17  
MORTGAGE, INCORPORATED  
DRAPER AND KRAMER , DRAPER AND KRAMER , HIS WIFE

20 17  
PAMELA Y. TSUCHIYA , A SPINSTER AND GORO TSUCHIYA , his wife

20 17  
This instrument, made this day of FEBRUARY , 1987 between

20 17  
131-484567  
Mortgage  
410004  
FHA Case No.: 87-137033

20 17  
STATE OF ILLINOIS  
534 PARK VIEW TERRACE BUFFALO GROVE , IL 60068

# UNOFFICIAL COPY

3 7 - 1 3 7 0 3 3

All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, 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 Mortgagor instead of to the Mortgagor and the Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor 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 grantees.

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 Mortgagor and shall be paid forthwith to the Mortgagor 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 **180** 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 **180** days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility, the Mortgagor 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 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 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 Mortgagor 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 Mortgagor in possession of the premises, or appoint a receiver for the benefit of the Mortgagor 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 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 a 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 in such amounts as shall have been required by the Mortgagor; 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor, 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; (4) all the said principal money remaining unpaid. The overplus 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 manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then his conveyance shall be null and void and Mortgagor will, within **15** (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 Mortgagor.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagor 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.



**UNOFFICIAL COPY**

UNIT NUMBER 18-6 IN COVINGTON MANOR CONDOMINIUM AS DELINEATED ON

87137033

A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 42  
NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION  
OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 27412916 AND AMENDED FROM  
TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE  
COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND  
ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED  
REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY,  
AS SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

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

87137033

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Property of Cook County Clerk's Office

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87137033

## 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 20TH day of FEBRUARY  
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

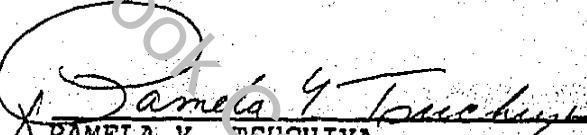
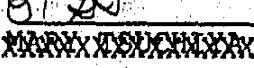
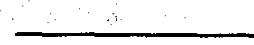
(the "Lender") of the same date (the "Note") and covering the property described in the Instrument and located at:  
534 PARK VIEW TERRACE BUFFALO GROVE, IL 60089

(Property Address)

AMENDED COVENANT. 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 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 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:

  
X \_\_\_\_\_  
PAMELA Y. TSUCHIYA \_\_\_\_\_  
  
  
X \_\_\_\_\_  
GORO TSUCHIYA \_\_\_\_\_  
  
  
X \_\_\_\_\_  
MARY X. TSUCHIYA \_\_\_\_\_  
  
  
X \_\_\_\_\_  
GORO TSUCHIYA \_\_\_\_\_  
  
  
X \_\_\_\_\_  
GORO TSUCHIYA \_\_\_\_\_

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Sign Original Only)

(Space below this line for acknowledgement)

87137033

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