060-005947-20 UNOFFICIAL COP

MORTGAGE

This form is used in connection with mortgages insured under the one to four family provisions of the National Housing Act

THIS INDENTURE, Made this

8th

MAY day of

, 19 87 between

87268902

MARK R. HALMINIAK AND SANDRA J. HALMINIAK, HIS WIFE AND RONALD M. HALMINIAK AND JOANNE HALMINIAK, HIS WIFE

, Mortgagor, and

COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.

THE STATE OF CALIFORNIA 87268902 a corporation organized and existing under the laws of

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

SEVENTY SEVEN THOUSAND EIGHT HUNDRED FIFTY AND 00/100

Dollars (\$ 77,850.00

payable with interest at the rate of $\stackrel{EIGHT}{ONE} \stackrel{AND}{RALF}$ per centum (8.500 ance until paid, and made payable to the order of the Mortgagee at its office in 🖎) per annum on the unpaid bal CALIFORNIA or at such other place as the holder may designate in writing, and deliver-

ed; the said principal and interest being payable in monthly installments of FIVE HUNDRED MINETY EIGHT AND 60/100 Dellars (\$ 598.60) on the first day 1987 , and a like sum on the first day of each and every month thereafter until JULY the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and

JUNE 2017 payable on the first day NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the proformance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT into the Mortgagee, its successors or assigns, the following described Real

COOK

Estate situate, lying, and being in hi county of Illinois, to wit:

LOT 15 IN BLOCK 128 IN HOUFMAN ESTATES X, BEING A SUBDIVISION OF THE SOUTHWEST $\frac{1}{12}$ OF SECTION 14, TOWEST 12 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-14-309-015

u property address:425 audubon street, HCFFMAN estates, illinois 60194

TOGETHER with all and singular the tenements, hereditaments and a purtenances 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 heraffer standing on said land, and also all the estate, right, tile, 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 torth, 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.

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 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 Mortgagee 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 lax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

(08-9) W91126-GNH

UNOFFICIAL COPY

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by 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 attipulated, then the whole of said principal sum remaining unpaid together with accrued in-terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

Housing and Uthan Development dated subsequent to the 30 days mostgage, being deemed conclusive proof of such ineligibility), the Mostgages or the holder of the note may, at its option, declare all sums secured hereby immediately due and convergence or the holder of the note may, at its option, declare all sums secured hereby immediately due and convergence or the holder of the note may, at its option, declare all sums secured hereby immediately due and convergence or the holder of the note may, at its option, declare all sums secured hereby immediately due and convergence. of any officer of the Department of Housing and Utban Development or authorized agent of the Secretary of the Journal of the J gible for insurance under the National Housing Act within ... THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby fidt be ellered from the date hereby fidt be ellered from the date hereby fidt on state. from the date hereof (written state-

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mottgage, and the Mottgagee and shall be paid forthwith to the Mottgagee to be applied by it on account of the indebtedness secured hereby, whether due or not. THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

event of foreclosure of this mottgage or other transfer of title to the mottgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mottgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. 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 Mortgagee at its option either to 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 the reduction of the indebtedness hereby secured or to the mortgages or to the mortgages of the property damaged. In the reduction of the indebtedness problem transfer of title to the mortgages property in extingular of the applied by the mortgages or other transfer of title to the mortgages or other transfer of title to the mortgages or other transfer of title to the mortgages or other transfer of title mortgages or other transfer of title to the mortgages or other transfer of the mortgages. to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgages, who may make 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 acting acceptable that the more than the more than the property of loss Mortgages and have attached the more than the more tha

and contingencies in such amounts and for such periods as may be required by the horizagee and will pay prompt-ly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. THAT HE WILL KEEP the improvements now existing or hereafter erected on the morigaged property, insured as may be required from time to time by the Morigagee against loss by fire and other hazards, casualties

of the premises hereinsbove described. AND AS ADDITIONAL SECURITY (or the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which riay hereafter become due for the use

ceding paragraph. of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of subsection (b) of the profile paragraph is the fine time the property of the proceeding paragraph is of the preceding paragraph as a credit against the amount of principal then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph. of Housing and Urban Development, and any balance remailing in the lunds accumulated under the provisions anpaccion (a) of the preceding paragraph which the Mortgage has not become obligated to pay to the Secretary hereby, full payment of the entire indebtedness referenced thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured If the total of the payments into a yine Morigagor under subsection (ave) the preceding paragraph shall share at the amount of the payments actually rade by the Morigage for ground tents, taxes, and assessments, or insurance or subsequent payments to be made by the Morigagor, or refunded to the Morigagor. If, however, the monthly payments made by the Morigagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground made by the Morigagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground ents, taxes, and assessments, or insurance internums, as the case may be, when the deficiency, on and payable, then the Morigagor shall pay to the Morigagor shall become due or before the deficiency, or insurance premiums shall be due. If at any time the dots provisions of the note secured any amount inner the Morigagor shall tender to the Morigagor shall be due.

If the total of the payments made by the Mortgagor under subsection (6) of the preceding paragraph shall exceed Any deticiency in the amaint of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next a sich payment, consistute an event of detault under this mortgage. The Mortgagee may collect a "fate charge" not to excred four cents (4s) for each dollar (\$1) for each payment more than littleen (15) days in arrears, to cover the extra ex, end in handling delinquent payments.

All primary and special assessments, and note storing subsections of this paragraph and all payments to be made under the note storing thereby 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 Mortgagor in the following items in the order set forth:

(I) prem'un relarges under the contract of insurance premium), as the case may be, mo.tch, charge under the contract of insurance premium), as the case may be.

(II) grow, or charges under the contract of insurance premiums; and other hazard insurance premiums; (II) grow, or only the mortgage insurance premium; and other payments, or only amortized beceby, and (IV) amortized on the principal of the said note.

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage inautence premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage inautence premium if this instrument and the note secured hereby are insured or the belows;

(1) If and so long as a said note of even date and this instrument are insured or are reinauted under the provisional potent of the Waitonal 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 premium, in order to provide such holder with funds to prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development to the Waitonal Housing Act, (11) If and so long as said note of even date and this instrument are held by the Socretary of Housing Act, Development, a monthly charge of even date and this instrument are held by the Socretary of Housing and Urban povelopment, a monthly of the second delinquencies or prepayments;

(11) If and so long as said note of even date and this instrument are held by the Socretary of Housing and Urban povelopment, a monthly charge (11) If and so long as said note of even date and this instrument premium) which shall be in an amount equal to one-twelfth (1/2) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into secount delinquencies or prepayments;

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 Mortgagor, on the first day of each month until the usid note is fully paid, the following sums:

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgages 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 saie, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the lime of such applications for appointment of a receiver, 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 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 Mortgages in possession of the premises, or appoint a receiver for the benefit of the Mortgages with power to collect the rents, issues, and profils 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 Morigagee 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 morigage or a subsequent morigage, the said Morigagee, in its discretion, may keep the said premises in good repair, pay such current or back laxes and assessments as may be due on the said premises, july for and maintain such incurance in such amounts as shall have been required by the Morigagee, lease the said premises to the Morigage 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 C. SE 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 tees, and stenographers' (see 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 training by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or rolleitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and invige upon the said premises under this mortgage, and all such expenses shall become so much additional indultainess secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BI. 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 altorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title, (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the hortgage 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 agreement herein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the Sent lits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and tre benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and arisigns 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.

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

Mark K Hahnner	[SEAL] SANDRA J. M	Holmonas	(SEAL)
RONALD M. HALMINIAK	SANDRA J./SE	ALGENIAK	[SEAL]
RONALD M. HALMINIAK	JOANNE HALM	INIAI	
STATE OF ILLINOIS		(-)	

COUNTY OF

Cook

I, THE UNDERSIGNED , a notary public, in and for the county and State aforesaid. Do Hereby Certify That MARK R. HALMINIAK AND SANDRA J. HALMINIAK, HIS WIFE and RONALD M. HALMINIAK AND JOANNE HALMINIAK , his wife, personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, seated, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

G	IVEN under my hand and Notarial Seal this	8th	day	MAY	, A. D. 19 87
	OFFICIAL SEAL NOREEN E. REIDY		Amer	-5,E	Seed-
DOC.	NOTARY PUBLIC STATE OF ILLINOIS NAT COMMISSION EXP. MAR. 28, 1997	0-1991	24		Notary Public
	rited for Record in	DIE KECOM	sey's Office of	•	

County, Illinois, on the

day of

A.D. 19

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o'clock

m., and duly recorded in Book

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Page

Property of Cook County Clerk's Office

872689012

ILLINOIS

FHA MORTGAGE RIDER

The Ri	lder dated the _	Eth	_day of	MAY	. 19	87,		
amends the	Mortgage of even	date by an	d between	MARC R.	MALMINIAN	AND SAMBRA	J.	BALMIBUAK,
IUS WIFE	AND RONALD M. HA	THERE AND	JOANNE	MALLIAMA	K. HIS WITT	<u>: </u>		
the Mortgag	or, and Coldwell	Banker Res	idential S	fortgage	Sarvices,	Inc. the		
Mortgagee,	as follows:							

 In the first unnumbered paragraph, page 2, the sentence which reads as follows is 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 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."

2. In the first innumbered paragraph, page 2, is amended by the addition of the following:

"Prvilege is reserved to pay the debt, in whole or in part, on any installment due date."

IN WITNESS WHEREOF, MARK R. HALMINIAK AND SARDRA J. HALMINIAK, HIS WIFE AND RONALD H. HALMINIAK & JOANNE HALMINIAK has/have of his/her/their hand() and seal the day and year first aforesaid.

SANDIA J. HALMINIAK (SEAL)

SANDIA J. HALMINIAK (SEAL)

SANDIA J. HALMINIAK

Conce M. M. MUNIAK

JOANNE HALMINIAK

Given under my hand and official seal, this . . .8th.day.of MAY . . .,19 .87 . . .

My Commission expires: 3 - 20 - 199/

OFFICIAL SEAL
MOREEN E. REIDY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 20, 1991

plary Public)

87268902

87268902

Property of Cook County Clerk's Office

06C-005947-20 131:5036412-703

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RIDER TO THE SECURITY INSTRUMENT (FHA Due-On-Sale)

This RIDER is made this 8th day of MAY, 19 87 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the Security Instrument) of the same date given by the undersigned (the Borrower) to secure Borrower's Note to COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. (the Lender) of the same date and covering the Property described in the Security Instrument and located at:

425 AUDUBON STREET, HOFFMAN ESTATES, ILLINOIS 60194 (Property Address)

The Lender, with the prior approval of the Federal Housing Commissioner, or his designee, shall declare all sums secured by this Security Instrument to be 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) twenty four months after the date of execution of this Security Instrument or not later than (24) twenty four months after the date of a prior transfer of the property subject to this Security Instrument, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this RIDER.

BORROWER

MARK R. HALMINIAK

BORROWER

SANDRA J'. HALMINIAK

BORROWER

RONALD H. HALMINIAK

BORROWER

JOANNE HALMINIAK

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

SANDRA J. HALMINIAK, HIS WIFE & RONALD M. HALMINIAK & , Mortgager, and ______

COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.
Mortgagee, dated MAY 8, 1987 revises said Mortgage as follows:

1. Page 2, the second convenant of the Mortgagor is amended to read:

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:

- (a) A sum equal to the ground rents, if any, next due, plus the preliums that will next become due and payable on policies of fire
 and other hazard insurance covering the mortgaged property, plus
 takes and assessments next due on the mortgage 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 viil become delinquent, such sums to be held by Mortgagee
 in trust to pay said ground rents, premiums, taxes and special
 assessments and
- (b) 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 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:
 - (I) ground rents, if any taxes, special assessments, fire, and other hazird insurance premiums;
 - (II) interest on the note accured hereby; and
 - (III) amortization of principal of the said note.

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 "lirce charge" not to exceed four cents (4c) for each dollar (\$i) 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 (a) of the preceding paragraph shall exceed the amount of the paylints 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 (a) of the preceding palagraph shall not be sufficient to pay ground rents, taxes, and assessments or insurance premiums, as the case may be, when the same shall become dua 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 Mortgage shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) 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 Mortgages acquires the property otherwise after default, the Mortgages

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 funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said

2. Page 2, the penultimate paragraph is amended to add the following sentence:

> This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

Mo. Mo.

12 anco w 1181 Swite 727 Oak Brook IR.

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-87-268902