UNOFFICIATO CO

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 30TH day of JUNE DIANNE S. ROSSELL, A SINGLE WOMAN, NEVER MARRIED

87360764

RESIDENTIAL FINANCIAL CORP. , Mortgagor, and

a corporation organized and existing under the laws of

HEW JERSEY

Mortangee.

between

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even date the instance of FURTY-SIX THOUSAND, FIVE HUNDRED AND 00 /100 ewith, in the principal sum of

Dollar (\$

TEN AND ONE-HALF

payable with interest at the rate of / // // per centum (10.500

%) per annum on the unpaid balance until paid, and made payable

to the order of the Mortgages at its office in 1445 VALLEY RUAD, WAYNE, NEW JERSEY

place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FOUR HUNDRED TARNTY-FIVE AND 35 /100

of AUGUST

) on the first day Dollars (\$, 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 JULY

NOW, THEREFORE, it a seld Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants and appearants 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 Illinois, to wit:

UNIT NUMBER 15H IN PARK VILL TOWERS CONDOMINIUM, AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS DEVELOPMENT PARCEL"): LOTS 56 AND 57 IN SUBDIVISION BY ANDREW STAFFORDS AND COLEHOUR OF BLOCKS 1 AND 2 OF OUT-LOT "A" IN WRIGHTWOOD, SA/2 WRIGHTWOOD BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 87360764

ALSO

LOT 11 IN LEHMAN DIVERSEY BOULEVARD ADDITION IN THE SOUTHWEST 1/4 OF SECTION 174 DE SECTION 28, TOWNSHIP 40 NURTH, RANGE 14, EAST OF THE IZPINDIS, WHICH PLAT OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE

BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1971 AND KNOWN AS TRUST NUMBER 42164 AND RECORDED OF THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25 386 511, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITS THEREOF AS DEFINED AND SET GORTH IN SAID DECLARATION).

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 sments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the 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 tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

BOX 158

901914

UNOFFICIA

KIW MEHRHEIW 90009 TI ARLINGTON HEIGHTS, IZZ EVZI VEGONONIN BOVD RESIDENTIAL FINANCIAL CORP. RETURN TO AND PREPARED BY:

089 178 OHD HUD-92116M(5-80)

61 'C'V

ur' and duly recorded in Book O,CIOCH 10

County, Illinois, on the

Filed for Record in the Recorder's Office of

DOC: NO.

Motory Public **Vab**

GIVEN under my hand and Notarial Seal this HIGE

for the uses and purposes therein set forth, including the release and waiver of the right of homestead. signed, sealed, and delivered the said instrument as this day in person and acknowledged that

an beforbed to the folloging instruction and to be should be set [ACH] and the said instrument as a first property as persound: known to me to be the same person whose name ST

Do Hereby Certify That DIANNE S. ROSSELL, A SINGLE WOMAH, 'A notery public, in and for U. c. winty and State aforesaid, COUNTY OF COOL

STATE OF ILLINOIS

отейне з. возяеть (SEAL) COUR COUNTY RECORDER かタムのタミ ABT 1111#7 ≠3 # PSZT# 60.53.01 TB\10\TO 4804 MART ревт-од весовымо

WITNESS the hand and seal of the Mortgagor, the day and year first written. gender shall include the feminine.

administrators, successors, and assigns of the parties hereto. Wherever used, the singua. """ber shall include the phural, the plural the singular, and the masculine THE COVENANTS HEREIN CONTAINED shall bind, and use berefits and advantages shall inure, to the respective hoirs, executors, of the Mortgagor shall operate to release; in any manner, the original liab lity of the Mortgagor.

TT.13 EXPRESSLY AGRED that no extension of the time for beyname of the debt hereby secured given by the mortgages to any auccessor in interest release or satisfaction by Mortgagee.

release or satisfaction of this mortgage, and Mortgagor hereby waive, the benefits of all statutes or laws which require the earlier execution or delivery of such agreements herein, then this conveyance shall be null and void an ! M orgages will, within thirty (30) days after written demand therefor by Morgagor, execute a Il Moregagor 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

лодавлоМ aid on the indebtedness hereby secured; (4) all the ser a principal moncy remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the mortgage with interest on such advances at the rat. set for in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining

documentary evidence and cost of said abstrace and examination of title; (2) all the moneys advanced by the Mortgages, if any, for the purpose authorized in the such decree: (1) All the costs of such suit or un s, advertising, sale, and conveyance, including attorneys', solicitors', and stanographers' fees, outlays for AND THERE SHALL BE INC'LUED in any decree forcelosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any

ness secured hereby and be allowed in any decree foreclosing this mortgage. auit or proceedings, shall be a furthe 🕍 and charge upon the sald premises under this mortgage, and all such expenses shall become so much additional indebtedof this montgage, its costs and "... pense-s, and the reasonable fees and charges of the attorneys or solicitors of the Montgagee, so made parties, for services in such abstract of title for the purp se of the foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgages ahall be made a party thereto by reason

solicitor's fees, and survivering fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete AND IN CALE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the necessary to carry on the provisions of this paragraph.

receive the ren 🕔 🕬 and profits for the use of the premises hereinshove described, and employ other persons and expend fusel's such amounts as are reasonably premises to the high gagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect 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 Mortgages; lease the raid foreclose this mortgage or a subsequent mortgage, the said Mortgages, in its discretion, may; keep the said premises in good repair, pay such current back taxes and Whenever the said Mongagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to

issues, and profits when collected may be applied toward the payment of the indebtedress, costs, taxes, insurance, and other items necessary for the protection and said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory pendod of redemption, and such remis, 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 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 receiver, or for an order to place Morgagee in possession of the premises of the persons is and itselfs for the payment of the indebtedness secured hereby, and Mongagos, or any party claiming under said Mongagos, and without regard to the solvency or insolvency at the time of such applications for appointment of a upon the filing of any bill for that purpose, the court in which such bill is filled may at any time thereafter, either before or after sale, and without notice to the said 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

accrused interest thereon, shall, at the election of the Mortgages, without notice, become immediately due and payable.

the date thereof, or in case of a breach of any other coverant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with IM 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

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AND the said Mortgagor further convenants and agrees as follows:

THE THE PROPERTY OF THE PROPER

"SEE ATTACHED PREPAYMENT/ASSUMPTION RIDER MADE A PART HERE OF."

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 fiereby 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:
 - (I) 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 premium, 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 thereunder; or
 - (II) 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 auta unding 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 covers; the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already product therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (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 aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagoe to the following items in the course set forth:
 - (I) premium charges under the cor aract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the care may be;
 - (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; an i
 - (IV) amortization of the principal of the said not a.

Any deficiency in the amount of any such aggregate monday awment 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 Mortgage may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the citra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunced 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 ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Nortgagor 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 Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire indebt does 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 Mortgagoe has not become obligated to pay to the Secretary of Housing and Urban Development, 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, he 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 it rads 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 at any 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 to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in ruch 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 Mortgagor to the Mortgage and shall be paid forthwith to the Mortgage 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.

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Property of Cook County Clerk's Office

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FHA CONDOMINIUM RIDER TO MORTGAGE

RFC LOAN NUI	MBER:	141105354		
FHA LOAN NU	MBER:	131:5107271-703		
MORTGAGOR:	ROSSELL, DIANNE S	s.		
PPUPFRTY:	2740 NORTH	FINE GROVE AVE.	, #15H	_
0	CHICAGO, I	L 60614		
UNIT NUMBER)			
"The mortgagor furth expenses or assessme in the instruments e	encs and charges b	y the Association of	nare of the common Owners as provided	
"The Regulatory Agre to the Plan of Apart recorded on3/10/	ment Ownership (M	aster Deed of Enabli	Owners and attached ng Declaration) cords of the County	
of COOK in and made part of Regulatory Agreement and upon request by option may declare the whole of the inde	, State of this mortgage (De- by the Association the Federal Housin his mortgage (deed	ed of Trust). Upon or of Owners or by t ng commissioner, the d of trust) in defau	he mortgagor (grantor) Mortgagee, at its It and may declare	
"As used herein, the charges by the Assocor local governmenta bodies."	iation of Owners.	shall mean 'special	efers to assessments an assessments' by state taxing or assessing	ıd
Act, such Section and hereof shall govern t any provision of this	d Regulations issu the rights, duties s or other instrum ich are inconsiste	ued thereunder and in and liabilities of ments executed in con ent with said Section	the parties hereto, an nnection with this n of the Nitional Housi	ıd
MORTGAGOR DIANNE S	Casall S. ROSSELL	MORTGAGOR		8736
MORTGAGOR .		MORTGAGOR	- '	7363754
DATE: JUNE 30.	1987	DATE:THINE	30, 1987	

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PREPAYMENT/ASSUMPTION RIDER

The Rider dated the 30TH day of JUNE , 1987, amends the mortgage of even date by and between:

DIANNE S. ROSSELL, A SINGLE WOMAN, NEVER MARRIED

the Mortgagor, and RESIDENTIAL FINANCIAL CURP. as follows:

, the Mortgagee,

 In Paragraph one on page 2, the sentence which reads as follows is deleted:

"that priviled 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 a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

Paragraph one on para 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 mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, DIANNE S. ROSSELL, A SINGLE WOMAN, NEVER MARRIED

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

DIANNE S. ROSSELL (SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

7360764