

HUD-92116M(10-85 Edition)

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This form is used in connection with messages issued under the one, to four-familly programmes of the National Housing Act which provide for double premium payments.

To have and to hold the above-described premises, with the approach pureranances and fixtures, unto the said Mortgagor, its successors and assigns, forever, until the said Mortgagor pays to the Mortgagor material men to attach to said premises; to pay to the Mortgagor, as heretofore 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 situated, upon the Mortgagor or 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 Mortgagor in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

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 the

And said Mortgagor covenants and agrees:

Together with all and singular the covenants, hereditaments, fixtures of every kind for the purpose of supplying or distributing heat, light, water, power, and like things, and all fixtures of every kind for the purpose of supporting or suspending such fixtures, and also all fixtures in and to said premises.

b40-20E-61-82
840-20E-61-82

• 100% Natural

1988 SEP 21 AM 9:00

**Cook County, Illinois
Filed For Record**

SEE LEGAL RIDEER ATTACHE

Now, therefore, the said Mortgagor, for the better securing of 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 unto the Mortgagee, his successors or assigns, the following described Real Estate situated, lying, and being in the County of Cook and the State of Illinois, to wit:

on NOVEMBER , 19 88 , and alike 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 OCTOBER
20 18 .

payable with interest at the rate of TEN AND ONE-HALF per centum (10.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO, ILLINOIS at such other place as the holder, may designate in writing, and delivered; the said principal and interest being payable monthly in installments of \$100 HUNDRED SIXTY SEVEN AND 95/100.

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 THREE THOUSAND AND 00/100 Dollars (\$ 73,000.00)

DRAPER AND KRAMER, INCORPORATED
a corporation organized and existing under the laws of ILLINOIS
Mortgagor, and
Mortgagee.

This Indenture, made this 15th day of SEPTEMBER, 1988 between

Page 10 of 10

131-5472929 • 434825 MONTAGUE

State of Illinois
Mortgage
§ 111.2
PCHA Game Hall

DO NOT

8843124 11-22-71 A. WILSON, TERRY L. (TERRY L. WILSON)

PROPERLY COMMUNICATE KNOWLEDGE
1230 COACHWOOD TRAIL TINNEY PARK IL 60477

Digitized by srujanika@gmail.com

88831214

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

Jud J. Reidy

[SEAL]

[SEAL]

JUD J. REIDY

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

State of Illinois

County of COOK

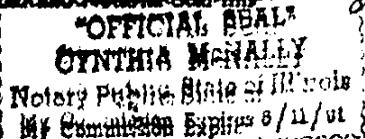
I, THE UNDERSIGNED, a notary public, in and for the county and State aforesaid, Do Hereby Certify That JUD J. REIDY, DIVORCED & NOT SINCE REMARRIED and personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed, and delivered the said instrument as HIS free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 20th

day

Sept.

. A.D. 19 88.



Notary Public

Doc. No.

Filed for Record in the Recorder's Office of
County, Illinois, on the

day of

A.D. 19

at o'clock m., and duly recorded in Book of page

BOX 333-GG

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

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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 Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 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 Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to 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 Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness,

costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the 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 Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and 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 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 Mortgagee will, within thirty (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 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 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.

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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 Mortgagor to secure against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay promptly, when due, any premiums on such insurance provided for by the terms of this instrument.

And as additional security for the payment of the indebtedness all arrangements the Mortgagor does hereby assent 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.

debtors made under such indebtedness, credit to the account of the
purchaser of the amount of such indebtedness, the Mortgagor shall, in con-
tinue Mortgagor's all payments made under the provisions of subsec-
tion (a) of the preceding paragraph which the Mortgagor has not
become obligated to pay to the Secretary of Housing and Urban
Development, and any balance remaining in the funds ac-
cumulated 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 partial sale of the premises covered
hereby, or if the Mortgagor ceases to be otherwise liable
thereafter, the Mortgagor shall be liable for the time remaining in
the principal amount of principal payments which have
been made under subsection (a) of the preceding para-
graph as well as interest
under subsection (b) of the preceding paragraph
accrued, the balance then remaining in the funds accumulated.

If the total of the Preceding Paragraph made by the Mortgagor under subsection (b) of the Payments actually made by the Mortgagor under 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 remanded 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 case may be, when the same shall become due and payable, in the like Manner as the Premiums shall be made up the deficiency, or before the amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, and assessments, or insurance premiums shall be due, if at any time the Mortgagor shall fail to pay the Mortgagagee, in accordance with the provisions of the mortgage hereby, full payment of the entire in- shal fail to pay the Mortgagagee, in accordance with the Mortgagor's liability of such ground rents, taxes, and assessments, or insurance premiums shall be due, if at any time the Mortgagor shall fail to pay the Mortgagagee, in accordance with the provisions of the mortgage hereby, full payment of the entire in-

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 late charge of fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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

(ii) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(iii) interest on the note secured hereby;

(iv) amortization of the principal of the said note; and

(v) late charges.

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 Mortgagor to the following items in
the order set forth:

(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 and payable on the mortgaged property, plus the premiums due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus all sums already paid theretofore 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 the mortgagee in trust to pay said ground rents, premiums, taxes and assessments; and

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

(1) If said so long as said note of even date and this instrument 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 to pay such premium to the National Housing Act, as amended, and applications regulations therunder; or ((1)) 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 of the balance due on the note computed without taking into account ((1/2) of one-half ((1/2)) per centum of the average outstanding debt in the instruments of reinsurance.

If it is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding); that the Mortgagor 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 improve-
ments situated thereon, so long as the Mortgagor shall, in good faith, contest the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction,
which shall operate to prevent the collection of the tax, assess-
ment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part,

on any instrument due date.

In case of the reversal of the subject of the mortgagee to make such payments, or to satisfy any prior lien of the incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor 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 such expenses shall become so much added to the principal amount of the indebtedness, secured by this mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

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UNIT NUMBER 12-A IN STEEPLE RUN CONDOMINTUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS OR PARTS THEREOF IN STEEPLE RUN UNIT 2, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINTUM RECORDED FEBRUARY 4, 1988 AS DOCUMENT 88052756 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO 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 SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINTUM.

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

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Property of Cook County Clerk's Office

PROPERTY

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FHA ASSUMPTION POLICY RIDER

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 15TH day of SEPTEMBER, 19 88, 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 "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to DRAPER AND KRAMER, INCORPORATED

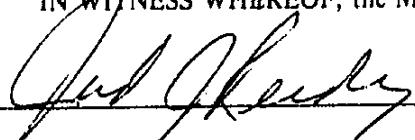
(the "Mortgagee") and covering the property described in the instrument and located at:
7120 COACHWOOD TRAIL TINLEY PARK, IL 60477

(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree 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 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 12 24 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.



JUD J. REIDY

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor
(Sign Original Only)

NOTE: If the property is not the principal or secondary residence of the Mortgagor, 24 months will be checked instead of 12 months.

(Space below this line for acknowledgement)_____

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FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER IS MADE THIS 15TH DAY OF SEPTEMBER, 1988, AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT A MORTGAGE (HEREIN "SECURITY INSTRUMENT") DATED OF EVEN DATE HEREWITH GIVEN BY THE UNDERSIGNED (HEREIN "BORROWER") TO SECURE BORROWER'S NOTE TO :

DRAPER AND KRAMER, INCORPORATED

(HEREIN "LENDER") AND COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND LOCATED AT:

7120 COACHWOOD TRAIL
TINLEY PARK, IL 60477

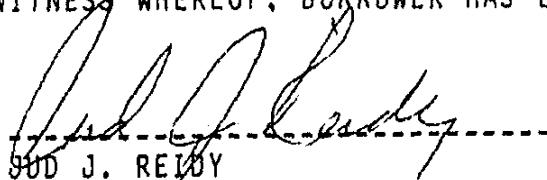
THE PROPERTY COMPRISES OF A UNIT, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, IN A CONDOMINIUM PROJECT KNOWN AS:

STEEPLE RUN CONDOMINIUMS

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THE SECURITY INSTRUMENT, BORROWER AND LENDER FURTHER COVENANT AS FOLLOWS:

1. RESOLUTION OF INCONSISTENCY. IF THIS SECURITY INSTRUMENT AND NOTE BE INSURED UNDER SECTION 234(C) OF THE NATIONAL HOUSING ACT, SUCH SECTION AND REGULATIONS ISSUED THEREUNDER AND IN EFFECT 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 SECURITY INSTRUMENT AND NOTE WHICH ARE INCONSISTENT WITH SAID SECTION OF THE NATIONAL HOUSING ACT OR REGULATIONS ARE HEREBY AMENDED TO CONFORM THERETO.
2. ASSESSMENTS. FAILURE OF THE BORROWER TO PAY THE BORROWER'S SHARE OF THE COMMON EXPENSES OR ASSESSMENTS AND CHARGES IMPOSED BY THE OWNER'S ASSOCIATION, AS PROVIDED FOR IN THE INSTRUMENTS ESTABLISHING THE OWNER'S ASSOCIATION, SHALL CONSTITUTE A DEFAULT UNDER THE PROVISIONS OF SECTION 234(C) OF THE HOUSING ACT AND RESULT IN A LIEN MORTGAGE. AS USED IN THE SECURITY INSTRUMENT THE TERM "ASSESSMENTS" EXCEPT WHERE IT REFERS TO ASSESSMENTS AND CHARGES BY THE OWNER'S ASSOCIATION SHALL BE DEFINED TO MEAN "SPECIAL ASSESSMENTS BY STATE OR LOCAL GOVERNMENTAL AGENCIES, DISTRICTS OR OTHER PUBLIC TAXING OR ASSESSING BODIES."

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS FHA CONDOMINIUM RIDER.



SUD J. REIDY