

# UNOFFICIAL COPY

## 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 **22ND** day of **APRIL**, 19 **88**, between **THERESA E. FICKE, A SINGLE WOMAN, NEVER MARRIED**

**88191011**

Mortgagor, and **RESIDENTIAL FINANCIAL CORP.**, a corporation organized and existing under the laws of **NEW JERSEY** 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 **SIXTY-FOUR THOUSAND, ONE HUNDRED FIFTY AND 00/100** Dollars (\$ **64,150.00** )

**TEN** payable with interest at the rate of **10.000** per centum ( **10.000** % ) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

**1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470** or at such place as the holder may designate in writing and delivered the said principal and interest being payable in monthly installments of **FIVE HUNDRE, SIXTY-TWO AND 96/100**

Dollars (\$ **562.96** ) on the first day of **JUNE**, 19 **88**, 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 **MAY** **2018**

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** 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:

"SEE ATTACHED LEGAL DESCRIPTION MADE A PART HEREOF."

REPT-01 516.25  
18444 TRAM 2272 05/05/88 10:47:00  
21016 # D \* - 88 - 171011  
COOK COUNTY RECORDER

**88-191011**

**88191011**

**07-26-302-055-1197**

"SEE ATTACHED CONDOMINIUM RIDER MADE A PART HEREOF."

"SEE ATTACHED PREPAYMENT/ASSUMPTION RIDER TO MORTGAGE MADE A PART HEREOF."

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereto 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 Home Loan 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 Mortgagee 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 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.

**\$16.00 MAIL**

58065

2274

RENTAL PROPERTY SERVICES #

RESIDENTIAL FINANCIAL CORP.  
155 EAST ALGONQUIN ROAD  
ARLINGTON HEIGHTS, ILL. 60005  
MARGARET V. H. SHRYVER

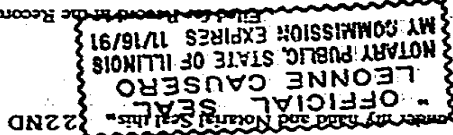
HUD-921164(5-80)  
GPO 871 680

at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1988

Notary Public

*Leonne Casero*  
APRIL \_\_\_\_\_ day  
A.D. 1988



DOC. NO. \_\_\_\_\_

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 \_\_\_\_\_ signed, sealed, and delivered the said instrument as free and voluntary act and

Do Herby Certify That **THERRSA E. FICKR, A SINGLR WOMAN, NBRVR MARRID**, a notary public, in and for the county and State aforesaid,

COUNTY OF \_\_\_\_\_

*Cook*

STATE OF ILLINOIS

\_\_\_\_\_  
(SEAL) **THERRSA E. FICKR**  
\_\_\_\_\_  
(SEAL)

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

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. Whichever used, the singular or plural, shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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 release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier extension or delivery of such

agreements herein, then this conveyance shall be null and void and a foregone will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage and shall abide by, comply with, and duly perform all the covenants and

AND THERE SHALL BE INCL. DED. 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 sale, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and a reasonable amount for the cost of a complete abstract of title for the purpose of such proceedings, and also for all outlays for documentary evidence and the cost of a complete

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 stenographer's 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 proceedings, 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

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 necessary to carry out the provisions of this paragraph. receive the rent, issues, and profits for the use of the premises heretofore described, and employ other persons and expend their such amounts as are reasonably 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 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 foreclose this mortgage or a subsequent mortgage, the said Mortgagor, in his discretion, may keep the said premises in good repair, pay such current back taxes and

Whenever the said Mortgage shall be placed in possession of the above described premises under an order of a court in which an action is pending to preservation of the property. issues, and profits which been collected may be applied toward the payment of the indebtedness, 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 period of redemption, and such terms, placing the Mortgagor in possession of the premises, or appoint a receiver for the benefit of the Mortgagor with power to collect the rent, issues, and profits of the

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 receiver, or for an order to place Mortgagor 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

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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.

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UNIT 901 IN NANTUCKET COVE CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY (CONDOMINIUM) OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

CERTAIN LOTS AND BLOCKS IN SUBDIVISION IN THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 26 AND THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR NANTUCKET COVE, AS HERETOFORE OR HEREAFTER AMENDED FROM TIME TO TIME EXECUTED BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 47172 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22957844, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS, APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS DATED JANUARY 1, 1975 AS DOCUMENT 22957843 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 24, 1974 KNOWN AS TRUST NUMBER 47172 TO RICHARD H. FERRIS AND NANCY B. FERRIS, HIS WIFE, DATED NOVEMBER 13, 1979 AND RECORDED JANUARY 22, 1980 AS DOCUMENT 25330161, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

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HERBERT

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## FHA CONDOMINIUM RIDER TO MORTGAGE

RFC LOAN NUMBER: 141107081

FHA LOAN NUMBER: 131:5389193-734

MORTGAGOR: FICKE, THERESA E.

PROPERTY: 260 NANTUCKET HARBOR #901,  
SCHAUMBURG, IL 60193

UNIT NUMBER: 901

"The mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."

"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed of Enabling Declaration) recorded on 1/8/75 in the Land Records of the County  
(DATE)

of COOK, State of ILLINOIS, is incorporated in and made part of this mortgage (Deed of Trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Commissioner, the Mortgagee, at its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."

"As used herein, the term 'assessments' except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies, districts or other public taxing or assessing bodies."

"If this mortgage 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 mortgage and note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto."

Theresa E. Ficke  
MORTGAGOR THERESA E. FICKE

\_\_\_\_\_  
MORTGAGOR

\_\_\_\_\_  
MORTGAGOR

\_\_\_\_\_  
MORTGAGOR

DATE: APRIL 22, 1988

DATE: APRIL 22, 1988

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STATE OF ILLINOIS

IN SENATE

REPORT

OF THE

COMMISSIONERS

OF LAND

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ERRATA



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## OWNER OCCUPIED PREPAYMENT/ASSUMPTION RIDER

The Rider dated the 22ND day of APRIL , 1988 , amends the mortgage of even date by and between:

THERESA E. FICKE, A SINGLE WOMAN, NEVER MARRIED

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. , the Mortgagee, as follows:

1. In Paragraph one on 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 a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

2. Paragraph one on page 2, is amended by the addition of the following:

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

3. A new provision has been added as follows:

The 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 12 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,  
THERESA E. FICKE, A SINGLE WOMAN, NEVER MARRIED

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

Theresa E Ficke (SEAL)  
THERESA E. FICKE

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Signed, sealed and delivered  
in the presence of

Leanne Caserio

88065

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88191011

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