

# UNOFFICIAL COPY

58211588

Loan No: 0152010076

FHA Case No.

131-5365116-703

State of Illinois

## Mortgage

This Indenture, made this 29TH day of APRIL .19 88 between

ELIZABETH L. FARLEY , SINGLE

, Mortgagor, and

SHELTER MORTGAGE CORPORATION

a corporation organized and existing under the laws of the State of Wisconsin . 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

NINETY THOUSAND FIVE HUNDRED SIXTY-FIVE AND NO /100 Dollars (\$ 90565.00 )

payable with interest at the rate of TEN AND NO /100

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

Schaumburg, Illinois . or

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of SEVEN HUNDRED NINETEEN-FOUR AND 78/100

Dollars (\$ 794.78 )

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 .20 18

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 Warranty 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: ✓ Tax Key No: 02-10-218-007

58211588

✓ P.A. 225 FAIRFIELD COURT, PALATINE IL 60067

SEE ATTACHED

(Such property having been purchased in whole or in part with the sums secured hereby.)

The attached Rider is incorporated herein and made a part of this instrument.

PARCEL 1: LOT 129 IN CHERRY BROOK VILLAGE UNIT 2, BEING A PLANNED UNIT DEVELOPMENT IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO PLOT OF PLANNED UNIT DEVELOPMENT RECORDED ON APRIL 19, 1984, AS DOCUMENT NO. 2705220, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER AND THROUGH PARCELS 304 THROUGH 310, BOTH INCLUSIVE, IN CHERRY BROOK VILLAGE UNIT 2, APPURTEnant TO PARCEL 1 AS SET FORTH IN THE CHERRY BROOK VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED APRIL 19, 1984 AS DOCUMENT NO. 27052209 AND AS AMENDED BY DOCUMENT NO. 27212432.

✓ PERMANENT INDEX NO.: 02-10-218-007

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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Previous edition may be used  
until supplies are exhausted

Page 1 of 4

HUD-92116-M.1 (9-86 Edition)

24 CFR 203.17(a)



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To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to 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 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 improvement 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.

And the said Mortgagor further covenants and agrees as follows:

That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

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 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 on the mortgaged 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 will 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 preceding subsection 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 hazard insurance premiums;
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note; and
- (iv) late charges.

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" not to exceed four cents (.04) for each dollar (\$1) 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 payments 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 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 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 Mortgagee 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 Mortgagee acquires the property otherwise after default, the 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 funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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 such 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 heretofore. 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

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The Corollaries Herein Contained shall be conclusive, to the respective heirs, executors, and administrators shall inherit, and the bequests, legacies, and advan-

In its expressively agreed that no extension of the time for pay-  
ment of the debt hereby accrued given by the litigant to any  
cessor in interest of the litigant shall operate to release, in  
manure, the original liability of the litigant.

11. In the Atorlegateor shall be said nowe at the time and in the manner aforesaid and shall abide by, completely with, and duly per-  
form all the covenants and agreements herein, which this con-  
tracte of joint adventure shall be null and void ?n Atorlegatec will, within thirty  
days after written demand thereto, by Atorlegatec, execute a  
lease or salification of this mortgagc, and Atorlegateor hereby  
avaives the benefits of all statutes or laws which require the  
delivery of such release or satisfaction by

And in Case of Forfeiture of this mortgagor by said Mortgagor  
A mortgagee in any court of law or equity, a reasonable sum shall be  
allowed for the solicitor's fees, and strongaphters fees of the  
assignee in such proceeding, and also for all outlays for  
consummation and the cost of a complete abstract of  
deed for the purpose of such foreclosure; and in case of any  
other suit, or legal proceeding, wherein the Mortgagor shall be  
called as a party before any court or judge, or before any  
notaries, and the reasonable fees and charges of the attorney  
and solicitors of the Mortgagor, so made parties, for services in  
such suit or proceedings, shall be a further item and charge upon  
each and all premises under this mortgage, and all such  
charges or expenses so made shall be corrected according thereto.

Wherever the said Moringece shall be placed in possession of  
the above described premises under an order of a court in white  
or black ink, the said Moringece shall be entitled to his or her  
possession of the said premises in trust, for the purpose of  
securing the payment of the sum of \$                 dollars, and  
expenses and expended itself such amounts as are reasonably  
necessary to carry out the provisions of this paragraph.

In the event of default in making any monthly payment pro-  
vided for herein and in the note secured hereby for a period of  
fifteen (15) 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 in-  
terest thereon, shall, at the election of the holder, become immediately due and payable.

National Housing Act, within 90 days from the date hereof (without statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development, Lvertoromment dated time from the date of this mortgage, declining to insist said note subschedule to the 90 days

Chart II lists premises, or any part thereof, to 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 Mortgagor, and the Note accured hereby remaining unpaid, are hereby assignd by the Mortgagor to the Mortgagor and shall be paid forthwith to the Mortgagor to be held by it on account of the indebtedness accured hereby, whether due or not.

of less than 2500 make companies of insurance, and each insurance company concerned in reinsurance is the ultimate payee for such losses as result from the ultimate liability of the insurance companies of which it is a member.

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FHA Case No: 131-5365116- 703

RIDER TO STATE OF ILLINOIS  
MORTGAGE HUD-92116-M.1 (9-86)

This Rider attached to and made a part of the Mortgage  
between ELIZABETH L. FARLEY SINGLE

Mortgagor, and SHELTER MORTGAGE CORPORATION, Mortgagee, dated  
APRIL 29, 1988 revises said Mortgage as follows:

1. Page 3, the addition of the following paragraph:  
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.

Initials: EF

IN WITNESS WHEREOF, Mortgagor has set his hand and seal the day and year  
first aforesaid.

Elizabeth L. Farley  
ELIZABETH L. FARLEY (SEAL)

Signed, sealed and delivered  
in the presence of

Theresa E. Schellie

88211550

After recording return to:  
Financial Express Mortgage Company  
1375 East Schaumburg Road, #220  
Schaumburg, IL 60194  
Loan No: 0152010076

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1960-1961 "The Year of the Horse" - 1961

19. *Leucosia* *leucostoma* *leucostoma* *leucostoma* *leucostoma* *leucostoma*

Property of *University of California*

These findings suggest that the relationship between the two variables is not as simple as it may appear at first glance.

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10. *Leucosia* *leucostoma* *leucostoma* *leucostoma* *leucostoma*

1. *Chlorophytum comosum* (L.) Willd. (Asparagaceae) (Fig. 1)

1920-1921 学年上学期期中考试卷