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THIS INSTRUMENT WAS PREPARED BY

Libertyville Federal Savings and Loan Association  
354 NORTH MILWAUKEE AVENUE  
LIBERTYVILLE, ILLINOIS 60048

88240013

14715-248K 81

State of Illinois

Mortgage

FHA Case No  
131538-6390

This Indenture, made this 27th day of May, 19 88, between

DONALD L MILLER, A BACHELOR AND AMY D HENNING, A SPINSTER, Mortgagee, and

Libertyville Federal Savings and Loan Assn.  
a corporation organized and existing under the laws of the United States of America  
Mortgagee

Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Fifty-Eight Thousand Six Hundred Fifty and No/100 Dollars (\$ 58,650.00 )

payable with interest at the rate of Ten per centum ( 10.0000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 354 North Milwaukee Avenue Libertyville, 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 Five Hundred Fourteen and 70/100 Dollars (\$ 514.70 )

on July 1, 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 June 20 18

Now, Therefore, the said Mortgagee, 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 this 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

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Handwritten mark resembling the number 9

DEPT-01 RECORDING \$19.00  
T#1111 TRAN 4502 06/03/88 12:32:00  
#1702 # A \* - 88 - 240013  
COOK COUNTY RECORDER

Together with all and singular the tenements, hereditaments and appurtenances 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 hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagee 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 (ii)) in accordance with the regulations for those programs.

BOX 14

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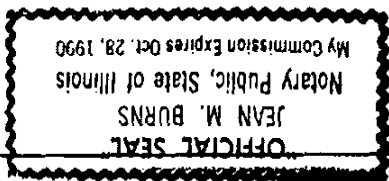
Property of Cook County Clerk's Office

Doc. No. \_\_\_\_\_ Filed for Record in the Recorder's Office of \_\_\_\_\_ County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_ at o'clock

I, THE UNDERSIGNED \_\_\_\_\_ a notary public, in and for the county and State of Illinois \_\_\_\_\_ County of COOK aforesaid, Do hereby Certify That DONALD L. MILLER, A BACHELOR and AMY D. HENNING, A SPINSTER ARE person whose name S \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as 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 \_\_\_\_\_ 27th \_\_\_\_\_ day \_\_\_\_\_ May \_\_\_\_\_ A.D. 19 88

Notary Public \_\_\_\_\_



Witness the hand and seal of the Mortgagor, the day and year first written.  
DONALD L. MILLER (Seal) \_\_\_\_\_  
AMY D. HENNING (Seal) \_\_\_\_\_

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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 him 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 60 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 60 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. Notwithstanding the foregoing, 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.

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 be then 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 money 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If the 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 this conveyance shall be null and void and Mortgagor will, within thirty (30) days after written demand therefor by Mortgagee, 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.

immediate notice by mail to the Mortgagee, who may make proxy acceptable to the Mortgagee. In event of loss Mortgagee will give have attached thereto loss payable clauses in favor of and in form policies and renewals thereof shall be held by the Mortgagee and be carried in companies approved by the Mortgagee and the amount of which has not been made heretofore. All insurance shall by when due, any premiums on such insurance provision for pay periods as may be required by the Mortgagee and will pay promptly hazards, casualties and contingencies in such amounts and for such from time to time by the Mortgagee against loss by fire and other effected on the mortgaged property, insured as may be required

That He Will Keep the improvements now existing or hereafter become due for the use of the premises he may hereafter the rents, issues, and profits now due or which may hereafter and as Additional Security for the payment of the indebtedness the Mortgagee does hereby assign to the Mortgagee all the amount of principal then remaining unpaid under said note under subsection (a) of the preceding paragraph as a credit against acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against ment of such proceeds, or at the time the property is otherwise default, the Mortgagee shall apply, at the time of the commence hereby, or if the Mortgagee acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions contained under the provisions of subsection (a) of the preceding court of the Mortgagee any balance remaining in the funds ac in computing the amount of such indebtedness, credit to the ac of the entire indebtedness represented thereby, the Mortgagee shall dance with the provisions of the note secured hereby, full payment any time the Mortgagee shall tender to the Mortgagee, in accord rents, taxes, assessments, or insurance premiums shall be due. If at deficiency, on or before the date when payment of such ground shall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagee taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents,

payments made by the Mortgagee under subsection (a) of the Mortgagee, or refunded to the Mortgagee. If, however, the monthly shall be credited on subsequent payments to be made by the Mortgagee, or excess, if the loan is current at the option of the Mortgagee, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount

If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount involved in handling delinquent payments more than fifteen (15) days in arrears, to cover the extra expense not to exceed four cents (4c) for each dollar (\$1) for each payment under this mortgage. The Mortgagee may collect a "late charge" date of the next such payment, constitute an event of default. Any deficiency in the amount of any such aggregate monthly pay-

- (i) late charges
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note; and
- (iv) ground rents, if any; taxes, special assessments, fire, and other hazard insurance premiums;

All payments mentioned in the preceding subsection of this paragraph shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

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 assess-

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

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

And the said Mortgagee further covenants and agrees as follows:

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 Mortgagee 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 Said Mortgagee covenants and agrees:

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UNIT A IN BUILDING 44 AS DELINEATED ON SURVEY OF HERITAGE MANOR PALATINE CONDOMINIUM OF PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY BUILDING HOUSING CORPORATION, A CORPORATION OF OHIO, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON DECEMBER 21, 1972 AS DOCUMENT NUMBER 22165443, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

ALSO:

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 AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

PIN: 02-01-102-050-1163

C/K/A: 2178 HEATHER LANE, UNIT A BLDG. 44  
PALATINE, ILLINOIS 60074

88240013

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

This rider attached to and made part of the Mortgage between DONALD L MILLER, A  
BACHELOR AND AMY D HENNING, ASPINSTER Mortgagor, and Libertyville Federal Savings and  
Loan Assn. revises said Mortgage as follows:

dated 5/27/88

1. Page 2, the second covenant 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 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 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 hazard insurance premiums;
  - (II) interest on the note secured 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 "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 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, 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.

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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.

3. 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.

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

*Donald L. Miller*

Mortgagor

DOHALD L MILLER

*Amy D. Henning*

Mortgagor

AMY D HENNING

Property of Cook County Clerk's Office

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## Libertyville Federal Savings and Loan Association

### CONDO ASSESSMENT RIDER

THE MORTGAGOR FURTHER CONVENANTS 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 OR ENABLING DECLARATION) RECORDED AS 20 113 413 IN THE LAND RECORDS OF THE COUNTY OF CLAY, STATE OF ILLINOIS, IS INCORPORATED IN AND MADE A PART OF THIS MORTGAGE (DEED OR 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 OR 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 GOVERNMENT AGENCIES, DISTRICTS, OR OTHER TAXING OR ASSESSING BODIES.

Donald D. Miller  
BORROWER

Ann D. Henning  
CO-BORROWER

88240013



Libertyville Office: 354 North Milwaukee Avenue • Libertyville, Illinois 60048 • (312) 362-3500  
Gurnee Office: 4946 Grand Avenue • Gurnee, Illinois 60031 • (312) 249-2300



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FHA CASE NO  
131538-6390

## TRANSFER OF PROPERTY RIDER TO DEED OF TRUST/MORTGAGE

This Transfer of Property Rider is made this 27th day of May 1988 and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between

Donald L. Miller, A bachelor and Amy D. Henning, A Spinster, the Trustors/Mortgagors,

Libertyville Federal Savings and Loan Association, the Beneficiary/Mortgagee, as follows:

*Adds the following provision:*

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.

(\*If the property is the principal or secondary residence of the mortgagor enter "12", if the property is not the principal or secondary residence of the mortgagor, "24" must be entered.)

IN WITNESS WHEREOF, Trustor/Mortgagor has executed this Transfer of Property Rider.

88240013

Signature of Trustor(s)/Mortgagor(s)

*Donald L. Miller*

*Amy D. Henning*

DONALD L. MILLER

AMY D. HENNING