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010-1900171

88251299

State of Illinois

Mortgage

FHA Case No.

131:5374731-703

This Indenture, made this 27TH day of MAY . 19 88 , between

MELVIN E. C. HUEBNER AND IRMA H. HUEBNER, HIS WIFE IN JOINT TENANCY . Mortgagor, and
REGENCY MORTGAGE, INC., A WISCONSIN 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 SEVENTY SEVEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO/100 Dollars (\$ 77,850.00) payable with interest at the rate of NINE AND ONE HALF

per centum (9.50 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 15700 BLUEMOUND ROAD BROOKFIELD, WI 53005 , 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

SIX HUNDRED FIFTY FOUR DOLLARS AND 61/100 Dollars (\$ 654.61) on the first day of JULY 1ST , 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 1ST , 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 of 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:

LOT 201 IN WOODLAND HEIGHTS UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 23, AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JANUARY 17, 1958 AS DOCUMENT NUMBER 17112595, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 06-26-102-039

PROPERTY LOCATED 123 FAIRVIEW
STREAMWOOD, ILLINOIS 60107

DEPT-01
7W4444 TRAH 0109 06/09/88 13:40:00
#1208 # D #-88-251299
COOK COUNTY RECORDER

-88-251299

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 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 (l)) in accordance with the regulations for those programs.

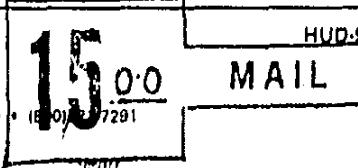
Previous edition may be used until supplies are exhausted

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VMP MORTGAGE FORMS • 13131792-4700

HUD-92116-M.1 (9-86 Edition)
24 CFR 203.17(a)

VMP -4A(1L)



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ROLLING MEADOWS, IL 60008

1815A HICKS ROAD

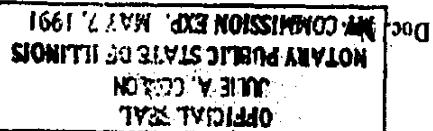
TINA I. FEE, REGENCY MORTGAGE, INC.

PREPARED BY AND RETURN TO:

at O'clock m., and duly recorded in Book of Page

County, Illinois, on the day of A.D. 19

Filed for Record in the Recorder's Office of



Given under my hand and Notarial Seal this day of , A.D. 19 *86*

I, *Melvin E. C. Huebner*, a Notary Public in and for the County and State of Illinois, do hereby certify that *S. C. Huebner*, 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 *Melvin E. C. Huebner*, his wife, personally known to me to be the same, free and voluntarily act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as *Melvin E. C. Huebner*, his wife, personally known to me to be the same, free and voluntarily act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, *Jillie C. Conlon*, a Notary Public in and for the County and State of Illinois, do hereby certify that *Melvin E. C. Huebner*, 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 *Melvin E. C. Huebner*, his wife, personally known to me to be the same, free and voluntarily act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois

County of Cook

Seal

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

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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 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 **sixty** 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 **sixty** 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 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 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; 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 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 Contained herein 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 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 premiums and costs of insurance made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the amount of which has not been made hereinbefore.

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 Mortgagor 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.

(i) Broad rents, if any, taxes, special assessments, fire, and other hazards insurable premiums;

(ii) Imperfections in the note secured hereby;

(iii) Amortization of the principal of the said note; and

(iv) Late charges.

(6) 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 Mortgagor to the following items in the order set forth:

special assessments; and

estimated by the Morangue) less all sums already paid therefore to the date when such ground rents, premiums, taxes and assessments will become due in full, such sums to be held by Alter-
gagge in trust to pay said ground rents, premiums, taxes and

(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

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 Mortgaggee, on the first day of each month until the said note is fully paid, the following sums:

whole or in part on any instrument due date.

That he will promptly pay the principal of and interest on the independent expenses evidenced by the said note, at the times and in the manner herein provided. Payment is reserved to me the lessor.

Worship is about personal intimacy with God, not about public displays.

Constituted such the same or toteliture of the said premises or any part thereof to satisfy the same.

accordance with the laws of the country where it is established, or in case so
ceuldings brought in a court of competent jurisdiction, which shall
opposite to prevent the collection of the tax, assessment, or lien so

permises described herein or any part thereof or the improvement situated therein, so long as the Mortgagor shall, in good faith, pay the sum of one-half of one percent of the principal amount of the note, plus interest thereon at the rate of six percent per annum, for each month during which the payment of such sum is not made.

It is expressly provided, however (all other provisions of this
merger to the contrary notwithstanding), that the Mordecai
shall not be required nor shall it have the right to pay, discharge
or remove any tax, assessment or tax upon or against the

the sale of the mortgaged premises, if not otherwise paid by the mortgagee.

such assessments, and insurancemakers, when due, may make
repairs to the property herein mentioned as in its direction it
may deem necessary for the preservation of the same. Any
monies so paid or expended shall become so additional in
debts and expenses peculiar to this mortgage to the paid out of proceeds

permises in Good repair; the Morgabee may sue such taxes.

In case of the refusal or neglect of the vicar to make such arrangements as are necessary, any other church member may do so.

debtedness, insured for the benefit of the Mortgagor in such forms of insurance as life and health insurance, as may be required by the

Illinois - or of the county, town, village, or city in which the said land is situated, upon law, or regulation, or rule, or custom, or usage, or of the common law, or of the usages of the state, or of any other of the following - (2) a sum sufficient to keep all buildings, structures, or premises of such character as may at any time be on said premises, or of the same value as they were at the time of the creation of the corporation.

hereinafter provided, until said note is fully paid, ((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 [illegible])

mea to attach to said premises; to pay to the Attorney as instruments, not to suffer any lien of mechanics men or material charges, or in the security intended to be effected by virtue of this

To keep said promises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value

And Said Mortgagee or covenants and agrees:

Example: The Homestead Laws of the State of Illinois, which said rights and from all rights and benefits under by virtue of the Homestead

To Hold the above-described Demisees, with the
pperturbances and fixtures, unto the said Mortgagor, its successors
and assigns; forever, for the purposes and uses herein set forth free

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SECURITY INSTRUMENT RIDER

THIS RIDER is made this 27TH day of MAY 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to REGENCY MORTGAGE, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

123 FAIRVIEW STREAMWOOD, ILLINOIS 60107

Property Address

The Provision hereby incorporated by this Rider is:

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument Rider.

Melvin E. C. Huebner
-Borrower (Seal)

MELVIN E. C. HUEBNER

Irma H. Huebner
-Borrower (Seal)

IRMA H. HUEBNER

-Borrower (Seal)

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