

State of Illinois

Mortgage

FHA Case No 131:560564-3

This Indenture, made this 3rd day of January 19 89 between

WALDEMAR SIEMION AND MALGORZATA SIEMION, HIS WIFE

89025819

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 Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

One Hundred Six Thousand Six Hundred Fifty and No/100 Dollars \$ 106,650.00

payable with interest at the rate of Ten 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

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

Nine Hundred Thirty-Five and 94/100 Dollars \$ 935.94

on the first day of March 1 89 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 February 20 19

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:

LOT 45 AND 46 (EXCEPT THE EAST 20 FEET OF LOT 46) IN BLOCK 5 IN WRIGHTWOOD AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 13-28-312-040 COMMONLY KNOWN AS: 5508 W WRIGHTWOOD AVE CHICAGO, IL 60639

DEPT-01 \$17.00
T#4444 TRAN 4864 01/17/89 16:20.00
25804 # D \* -89-025819
COOK COUNTY RECORDER

BOX 260

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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.

\$ 17.00

Property of Cook County Clerk's Office

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

Notary Public \_\_\_\_\_ My Commission Expires 11/7/89

Witness the hand and seal of the Mortgagee, the date 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 \_\_\_\_\_ 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 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, and if an action is pending to foreclose this mortgage or a title to the mortgage, the said Mortgagee, in its discretion may keep the said premises in good repair, pay such current or back taxes, 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 for or beyond any period of redemption as are approved by the court, collect and receive the rents, issues, and profits from the use of the premises hereinabove described, and employ such persons and expend itself such amounts as are reasonable and necessary to carry out the provision of this paragraph.

An 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, expenses, and the reasonable fees and charges of the attorney or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge on 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, the guarantee of any such decree. All the costs of such suit, including advertising, sale, and conveyance, including attorney's fees, and stenographers' fees, outlays for documentary evidence, the cost of said abstract and examination of title, and 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 date such advances are made, (3) all the accrued interest remaining unpaid on the indebtedness hereby secured, and (4) all the 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 observe all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within 60 days after written demand therefor by Mortgagor, execute the 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 Mortgagor, or 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 their benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereunto. 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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FHA CASE NO.

131:560564-3

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

This Transfer of Property Rider is made this 3rd day of JANUARY 1989 and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between

WALDEMAR SIEMION AND MALGORZATA SIEMION, HIS WIFE, the Trustors/Mortgagors,

LIBERTYVILLE FEDERAL SAVINGS AND LOAN ASSOC., 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.

Signature of Trustor(s)/Mortgagor(s)

*Waldemar Siemion*

WALDEMAR SIEMION

*Malgorzata Siemion*

MALGORZATA SIEMION

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131:560564-3

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

and each part of the Mortgage between  
Mortgagor, and **WALDEMAR SIEMION AND**  
**MALGORZATA SIEMION, HIS WIFE** **Libertyville Federal Savings and**  
**Loan Assn.** services said Mortgage as follows:

1/3/89

The second covenant of the Mortgagor is amended to read:

... and in addition to, the monthly payments of  
... payable under the terms of the note secured hereby,  
... to the Mortgagee, on the first day of each month,  
... fully paid, the following sums:

... to the ground rents, if any, next due, plus the  
... that will next become due and payable on policies of  
... other hazard insurance covering the mortgaged  
... plus taxes and assessments next due on the mortgaged  
... all as estimated by the Mortgagee) less all sums  
... id therefor divided by the number of months to elapse  
... month prior to the date when such ground rents,  
... taxes and assessments will become delinquent, such  
... held by Mortgagee in trust to pay said ground rents,  
... taxes and special assessments, and

... mentioned in the two preceding subsections of this  
... all payments to be made under the note secured  
... shall be added together and the aggregate amount thereof  
... paid by the Mortgagor each month in a single payment  
... applied by the Mortgagee to the following items in the  
... order:

... ground rents, if any, taxes, special assessments, fire,  
... other hazard insurance premiums;  
... interest on the note secured hereby; and  
... amortization of principal of the said note.

... only in the amount of any such aggregate monthly pay-  
... unless made good by the Mortgagor prior to the due  
... next such payment, constitute an event of default  
... mortgage. The Mortgagee may collect a late charge  
... of such late rents (4%) for each dollar (\$1) for each  
... more than fifteen (15) days in arrears, to cover the  
... incurred in handling delinquent payments.

... the payments made by the Mortgagor under subsection  
... paragraph shall exceed the amount of the payments  
... Mortgagee for ground rents, taxes, and assessments,  
... on the case may be, such excess, if the loan is  
... of the Mortgagor, shall be credited on subsequent  
... by the Mortgagor, or refunded to the Mortgagor. If  
... payments made by the Mortgagor under subsection  
... shall not be sufficient to pay ground rents,  
... or insurance premiums, as the case may be, and  
... due and payable, then the Mortgagee shall pay to the  
... necessary to make up the deficiency, on or before the  
... of such ground rents, taxes, assessments, or insurance  
... at any time the Mortgagor shall be in default  
... with the provisions of the note secured hereby.

... the indebtedness represented thereby, the Mortgagee  
... the amount of such indebtedness, credit to the account  
... balance remaining in the funds accumulated under sub-  
... section (a) of the preceding paragraph. If there shall  
... of the provisions of this mortgage resulting in a  
... covered hereby, the Mortgagee shall apply the  
... of such proceedings or at the time the  
... acquired, the balance then remaining in the funds  
... of the preceding paragraph as a credit  
... principal then remaining unpaid under said note.

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2. Page 2. The ultimate 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.

*Waldemar Siemion*  
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Mortgagor      WALDEMAR      SIEMION

*Malgorzata Siemion*  
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Mortgagor      MALGORZATA      SIEMION

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