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89025819

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

at such other place as the holder may designate in writing, Libertyville, Illinois, and interest being payable in monthly installments of

Nine Hundred Thirty-Five and 94/100 -----

Dollars 13 935.94

on the first day of **March 1**, 19**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

T#4444 TRAN 4864 01/17/89 16:20:00
26804 # D *-839-025819
COOK COUNTY RECORDER \$17.00

BOX 260

89025819

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 exhaustedMcCloskey Printing
(312) 310 8644

\$17.00

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HUD-92116M1

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AD 19

Property of Cook County Clerk's Office

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RECORDED
INDEXED
FILED
APR 19 1988
CLERK'S OFFICE
COOK COUNTY, ILLINOIS

NOTARY PUBLIC
MARGARET L. WOLVERTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/7/89
I did my best to record in the Recorder's Office of
the County of Illinois, on the
date of April 19, 1988, the instrument
described below.

I, MARGARET L. WOLVERTON,
NOTARY PUBLIC, STATE OF ILLINOIS,
do solemnly declare that for the uses and purposes herein set forth, including the release and waiver of the right of homestead
and the acknowledgment that Title # 7434
signed, sealed, and delivered the said instrument as THREE
subscribed to the foregoing instrument, appeared before me this day in
this city; personally known to me to be the same
as made, personally known to me to be the same
as shown publicly in and for the counts and State
of Illinois.

1
I, MARGARET L. WOLVERTON,
NOTARY PUBLIC, STATE OF ILLINOIS,
do solemnly declare that
Title # 7434
is the true and correct copy of the instrument
described below.

RECORDED
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FILED
APR 19 1988
CLERK'S OFFICE
COOK COUNTY, ILLINOIS

89025819

RECEIVED

RECORDED

INDEXED

MALGORZATA SIEMIN

Malgorzata Siemin

WALDEMAR STEMMAN

Waldemar Stemann

Witnessed the hand and seal of the Notary above this date, and saw this written

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HUD-92116M

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immediate notice by mail to the Mortgagor, who may make prior
acquaintance to the Mortgagor. In event of loss Mortgagor will give
have attached thereto less payable clauses in favor of and in form
policies and renewals thereof shall be held by the Mortgagor and
be carried in companies approved by the Mortgagor and the
mean of which has not been made heretofore. All insurance shall
y, when due, any premium on such insurance for pay
expenses as may be required by the Mortgagor and will pay premium
from time to time, as the Mortgagor less by the due and other
prepaid on the mortgaged property, insured as may be required
that the Mortgagor keep the improvements now existing or hereafter
become due for the use of the premises heretofore described.

the rents, issues, and profits now due or which may hereafter
arisen the Mortgagor does hereby assent to the Mortgagor all
And as Additional Security for the payment of the indebtedness
under subsection *(a)* of the preceding paragraph is carried under note

the amount of principal then remaining unpaid after
under the Mortgagor shall render to the Mortgagor all
expenses and the amount of such indebtedness, credit to the due
in computing the amount of such indebtedness, the Mortgagor shall
of the entire indebtedness represented thereby, the Mortgagor shall
when the same shall become due and payable, then the Mortgagor
unadjusted under the provisions of subsection *(a)* of the preceding
portion of the Mortgagor any balance remaining in the funds ac
count of the Mortgagor and balance remaining in the funds ac
cording to the amount of such indebtedness, the Mortgagor shall
in case the Mortgagor shall render to the Mortgagor, in accor
dances with the provisions of the note executed hereby, full payment
of the note made by the Mortgagor shall render to the Mortgagor
expenses, taxes, assessments, or insurance premiums shall be due at
deficiency, on or before the date when payment of such ground
shall pay to the same shall become due and payable, then the Mortgagor
when the same shall become necessary to make up the
taxes, and assessments, of insurance premiums, as the case may be,
preceding paragraph shall not be sufficient to pay ground rents.

If the total of the payments made by the Mortgagor under
payments made by the Mortgagor under note

involved in handling deficiency payments
more than fifteen (\$15) days in arrears, to cover the extra expense
not to exceed four cents (\$4) for each dollar (\$1) for each payment
under this mortgage, the Mortgagor may collect a "late charge".

Date of the next such payment, constitutes an event of default
ment shall unless made by the Mortgagor prior to the due
any deficiency in the amount of any such aggregate monthly pay

(a) late charges;
(b) amortization of the principal of the said note; and
(c) interest on the note secured hereby.

If ground rents, taxes, issues, special assessments, fees, and other
bills, shall be paid by the Mortgagor to the following items in the order set
be applied by the Mortgagor to the following items in a single payment
bills shall be added together and the aggregate amount thereof
to be done upon said premises, and upon that day of payment
(d) All payments mentioned in the preceding subsection of this

special assessments; and

page in turn to pay said ground rents, premiums, taxes and
assessments will become delinquent, such sums to be held by Mort
of the date when such ground rents, premiums, taxes and
divided by the number of months to elapse before one month prior
assumed by the Mortgagor less all sums already paid therefor.

and other hazard insurance covering the mortgaged property, plus
premiums that will not become due and payable on policies of life
insurance that may be held by the Mortgagor, all as the following sum
of each month until the said note is fully paid, the following sum
hereby, the Mortgagor will pay to the Mortgagor, on the first day
preceding and interest paid under the terms of the note secured
thereby, together with, and in addition to, the monthly payments of

that he will promptly pay the principal of and interest on the
monthly payments of the note secured by the monthly payments of
each month until the said note is fully paid, the following sum
under his/her own note is reserved to pay the debts and in the
amount provided by the said note, at the times and in the
order provided by the said note.

that he will promptly pay the principal of and interest on the
monthly payments of the note secured by the monthly payments of
each month until the said note is fully paid, the following sum
under his/her own note is reserved to pay the debts and in the
order provided by the said note.

And the said Mortgagor further covenants and agrees as follows:

hereof to satisfy the same.
contested and the side of contention of the said premises of any part
opposite to prevent the collection of the tax, assessment, or loan so
expenses throughout in a court of competent jurisdiction, which shall
set the same to the validity thereof by appropriate legal pro
ceedings devised by the Mortgagor shall in good faith, con
sidered the best interest of the Mortgagor, shall take care of the improvement
to remove any tax, assessment, or loan upon to satisfy the
should not be rendered nor shall it have the right to pay, discharge
mortgage to the contrary notwithstanding, that the Mortgagor
is expressly provided, however fail other provisions of this

mortgagor, except as to the principal of the mortgaged premises, if not otherwise paid by the
deficiency, demand to pay to the proper preservation thereof, in any
matters deemed necessary for the protection of the property
such expenses to the property herein mentioned as in its discretion
assessments, and insurance premiums, when due, and may make
payments in good report the Mortgagor may pay such taxes,

but for taxes or assessments on said premises, or to keep said
payments, or to satisfy any prior lien or encumbrance other than
in case of the refusal of the holder of the note to accept the
Mortgagor

of insurance, and in such amounts, as may be required by the
deficiencies, incurred for the payment of said in such form
time be on said premises, or to keep the buildings that may in any
therefore, (2) a sum sufficient to meet out of the ownership
fund is situated, upon the following account of the ownership
hours, or of the cost of removal, storage, delivery, or any
of assessment that may be levied by authority of the State of I
given to pay all taxes and assessments on said premises, or any tax
hereunder provided, and said sum paid in a sum sold
men to attach to said premises, or pay to the Mortgagor, as
instrument, not to suffer any loss or damage from or by reason of this
hereof, and the following intended to be effected by virtue of this
be done upon said premises, and upon that day of payment
to do upon said premises in good repair and not out of the pattern
and said Mortgagor covenants and agrees

To file and to hold the above described premises, with the
appurtenances and fixtures, unto the said Mortgagor does hereby expressly release and waive
all rights and benefits under and by virtue of the following
and assigns, however, for the purposes and uses herein set forth, the
from all rights and benefits under and by virtue of the following
and assessments, until the said Mortgagor does hereby expressly release and waive

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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 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 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, or where an action is pending to foreclose this mortgage or a subsidiary 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 within or beyond any period of redemption, as are approved by the court, collect and receive the rents, issues, and profits to the use of the premises hereinabove described, and employ such persons and expend itself such amounts as are reasonably necessary to carry out the provisions 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 service 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 by this mortgage 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 judgment of any such decree, (1) All the costs of such suits, advertising, sale, and conveyance, including attorney's and stenographer's fees, outlays for documentary evidence, and cost of said abstract and examination of all the money advanced by the Mortgagor, 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, (2) all the accrued interest to date of unpaid on the indebtedness hereby secured, and (3) 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 manner aforesaid and shall abide by comply with and perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will waive, within 30 days after written demand therefor by Mortgagor, the release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require earlier execution or delivery of such release or satisfaction of this Mortgagee.

It is Expressly Agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to the successors in interest of the Mortgagor shall operate to affect in any manner the original liability of the Mortgagor.

The Covenants Herein Contained, shall bind, and the covenants 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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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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RIDER TO STATE OF ILLINOIS
MORTGAGE HUD - 92116M (5-80)

is and made part of the Mortgage between
, Mortgagor, and **WALDEMAR SIEMION AND**
LIBERTYVILLE FEDERAL SAVINGS AND
LOAN ASSN. **LIBERTYVILLE FEDERAL SAVINGS AND**
provides said Mortgage as follows:

1/3/89

The second covenant of the Mortgagor is amended to read:

to furnish, and in addition to, the monthly payments of principal payable under the terms of the note secured hereby, to pay to the mortgagor, on the first day of each month, the sum of, fully paid, the following sums:

(a) to the ground rents, if any, next due, plus the amount which will next become due and payable on policies of fire and other hazard insurance covering the mortgaged premises, taxes and assessments next due on the mortgaged premises, less all estimated by the Mortgagor (less all taxes and assessments next due on the mortgaged premises, if any, and thereafter divided by the number of months to elapse until the next month prior to the date when such ground rents, taxes and assessments will become delinquent, such amount to be held by Mortgagor in trust to pay said ground rents, taxes and assessments, and

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

(a) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(b) interest on the note secured hereby; and

(c) amortization of principal of the said note.

If any in the amount of any such aggregate monthly payment, 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 of one cent per month (4%) for each dollar (\$1) for each day or fraction of a day less than fifteen (15) days in arrears, to cover the expense incurred in handling delinquent payments.

If any of the payments made by the Mortgagor under subsection (a) of this paragraph shall exceed the amount of the payment of principal by the Mortgagor for ground rents, taxes, and assessments, or, in the case of any excess, if the loan balance of the Mortgagor, shall be credited on subsequent monthly payments made by the Mortgagor, or refunded to the Mortgagor. If the payment made by the Mortgagor under subsection (a) of this paragraph does not bear sufficient to pay ground rents, taxes, and other hazard insurance premiums, in the same manner, as above, due and payable, then the Mortgagor shall pay to the Mortgagor the amount necessary to make up the deficiency, on credit to the account of such ground rents, taxes, assessments, or insurance premiums. At any time the Mortgagor shall fail to make payment in accordance with the provisions of the note secured hereby, the entire indebtedness represented thereby, the principal and the amount of such indebtedness, credit to the account of the balance remaining in the funds accumulated under the subsection (a) of the preceding paragraph. If there shall be a violation of any of the provisions of this mortgage resulting in a loss to the creditor covered hereby, the Mortgagor shall apply, in full or in part, the amount of such proceeding or at the time the same is acquired, the balance then remaining in the funds accumulated under the subsection (a) of the preceding paragraph as a credit against the 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 Mortgagor when the ineligibility for insurance under the National Housing Act is due to the Mortgagor's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

3. The mortgagor 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

Mortgagor WALDEMAR SIEMION

Malgorzata Siemion

Mortgagor MALGORZATA SIEMION

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