

# UNOFFICIAL COPY

State of Illinois

Mortgage

FHA CASE NO 131:5626491

89050433

This indenture, Made this 30 day of January, 19 89, between

Thomas J. Francissen, a Bachelor

Mortgagor, and

First Home Mortgage Corporation  
a corporation organized and existing under the laws of The state of Illinois  
Mortgagee.

RECORDED  
131:5626491  
131:5626491  
89-050433

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

Eighty Eight Thousand Nine Hundred Dollars and 00/100  
Dollars (\$ 88,900.00 )

payable with interest at the rate of Ten Percent and 00/100 per centum ( 10.0 %)

per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in  
425 E. Euclid  
Mount Prospect, IL 60056

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 Eighty Dollars and 16/100  
Dollars (\$ 780.16 ) on the first day of March 1, 19 89, and a like sum of 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 1, 20 19

Now, therefore, the said Mortgagor, for the better securing of the payment of 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 \_\_\_\_\_ and the State of Illinois, to wit:

UNIT 21 2A IN CARRIAGE HOMES OF SUMMIT PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN SUMMIT PLACE UNIT I IN THE SOUTHEAST 1/4 OF SECTION 27, AND CERTAIN LOTS IN SUMMIT PLACE UNIT II IN PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 28, 1984 AS DOCUMENT 27151046; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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

To profits all other rights, etc.

PERMANENT INDEX NUMBER: 02-27-425-013-1247 89050433

This for for part

COMMONLY KNOWN AS: 955 GLOUCESTER CIRCLE, SCHAUMBURG, IL

17663 - Cook 173

89050433

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HUD-92116M (10 85 Edition)  
24 CFR 203.17(a)

Previous Editions Are Obsolete  
MPO461 DM 10 85

This form is used in connection with mortgages insured under the one-to-four family programs of the National Housing Act which provide for periodic mortgage insurance premium payments.

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 Mortgagee in and to said premises.

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Payment Index Number: 97-27-425-013-1047

See attached legal description

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No.

Mortgage and

Thomas J. Franciszen, a Bachelor

This Indenture, Made this 30 day of January 19 89 between

89050433

131:5626491

FHA CASE NO.

Mortgage

State of Illinois

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apply at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness advanced the Mortgagee hereby assigns to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinafter 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 premium for payment of which he has not been made heretofore.

All insurance shall be placed in companies approved by the Mortgagee at the policy and renewal thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in full amount to the Mortgagee, in event of loss the Mortgagee will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagee and each insurance company authorized to make the Mortgagee waived of to the Mortgagee and the Mortgagee, jointly and 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 matter of two to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

That in 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, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagee 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 Mortgagee further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 30 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 30 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.

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 hereof, 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.

to the 30 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.

In the event that the whole or 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 any party claiming under said mortgage and without regard to any party or other sale, and without notice to the said Mortgagee or to the authority of insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of its appointment for appointment of a receiver, or for an order to place the Mortgagee in possession of the premises, and without regard to the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinafter described.

And in the event that the whole or 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 any party claiming under said mortgage and without regard to any party or other sale, and without notice to the said Mortgagee or to the authority of insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of its appointment for appointment of a receiver, or for an order to place the Mortgagee in possession of the premises, and without regard to the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinafter described.

Notwithstanding, either an order placing the mortgage in possession of the premises, or appointing 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 deficiency, during the full statutory period of redemption, and such other proceedings 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 premises described in this mortgage, or any part thereof, which are now or hereafter are being held for the purpose of the mortgage, the said Mortgagee, in its discretion, may keep the said premises in good repair, pay for the said premises, pay for and pay for the same as may be required by the Mortgagee, as such have been required by the Mortgagee, these the said premises, to be maintained upon such terms and conditions, either with or without any period of redemption, as are approved by the court, correct and receive the rents, issues, and profits for the use of the premises hereinafter described, and employ other persons and expend such 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 court 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 mortgage shall be made a party thereto, the solicitor's fees and charges of the attorneys or solicitors of the Mortgagee, so made payable, for services in such suit or proceedings, shall be a lien in favor of the Mortgagee, 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, or 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' fees, 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 were made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured; (4) All the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

CC-1050688

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## FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This rider, dated this 30 day of January 19 39, amends the Mortgage/Deed of Trust of even date by and between

THOMAS J. FRANCISSEN, A BACHELOR

hereafter referred to as Mortgagor/Grantor, and

FIRST HOME MORTGAGE CORPORATION

hereafter referred to as Mortgagee or Holder of the Note, as follows:

The mortgagee or holder of the note shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all loans secured by the mortgage/deed of trust to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law)

by the mortgagor/grantor pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner

IN WITNESS WHEREOF,

set \_\_\_\_\_ hands(s) and seal(s) the day and year first aforesaid.

Thomas J. Franciszen [Seal]  
THOMAS J. FRANCISSEN

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

Signed, sealed and delivered in the presence of

Penny Cepiel



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## FHA CONDO RIDER - ILLINOIS FHA SECTION 234 (C)

"The mortgagor further covenants 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 on \_\_\_\_\_ in the Lands Records of the County of \_\_\_\_\_, State of Illinois, is incorporated in and made a part of this mortgage (deed of 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 of 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 governmental agencies, districts or other public taxing or assessing bodies."

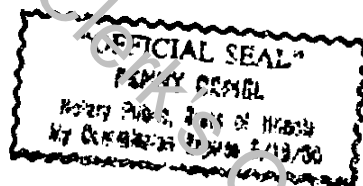
Thomas J. Franciszen (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF ILLINOIS)

COUNTY OF WILL )

SS: )



I, THE UNDERSIGNED \_\_\_\_\_, a notary public in and for the county and State aforesaid, Do hereby Certify that THOMAS J. FRANCISSEN, A BACHELOR, his wife, personally known to be the same person(s) 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 HIS 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 30TH DAY OF JANUARY 1989, A.D.

Penny Lepel  
NOTARY PUBLIC

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Mortgagor shall pay said note at the time and in the manner aforesaid and shall also by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

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.

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,

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

*Thomas J. Franciszen*  
Thomas J. Franciszen

(SEAL)

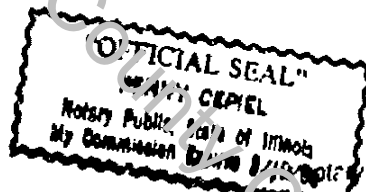
(SEAL)

(SEAL)

(SEAL)

State of Illinois )  
County of WILL )

ss:



I, THE UNDERSIGNED  
aforesaid, Do Hereby Certify That

THOMAS J. FRANCISSEN, A BACHELOR

public, in and for the county and State

and

his wife, personally known to me to be the same person 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 HIS 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 30TH day JANUARY, A.D. 1939

*Penny Cepiel*  
Notary Public

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

o'clock

m., and duly recorded in Book

of

page

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