

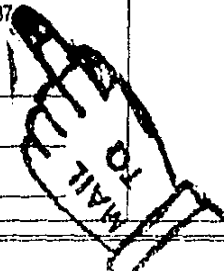
UNOFFICIAL COPY

WHEN RECORDED MAIL TO:
COUNTRYWIDE FUNDING CORPORATION
155 N. LAKE AVENUE
P.O. BOX 7137
PASADENA, CALIFORNIA 91109-7137

89148368

COUNTRYWIDE
LOAN #: 3755741

DEPT-01 \$12.25
T#4444 TRAN 6220 04/05/89 10:56:00
#9157 # D *-89-148368
COOK COUNTY RECORDER



SPACE ABOVE FOR RECORDERS USE

State of Illinois

Mortgage

FHA Case No.
131:5687998

This Indenture, made this 30 day of MARCH, 19 89, between
STEVEN M. DE SANO, DIVORCED AND NOT SINCE REMARRIED
**

COUNTRYWIDE FUNDING CORPORATION

a corporation organized and existing under the laws of THE STATE OF NEW YORK, Mortgagee.

Witnesseth: That whereas the Mortgagor is jointly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY SEVEN THOUSAND NINETY & 00/100

Dollars (\$ 57,090.00)
per centum (11.000 %)

payable with interest at the rate of ELEVEN per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

155 North Lake Avenue, Pasadena, Ca. 91109-7137

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 FORTY THREE & 69/100

Dollars (\$ 543.69) on the first day of MAY, 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 APRIL, 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 2 IN SCOTTSDALE 1ST ADDITION, BEING RAYMOND L. LUTGERT'S RESUBDIVISION OF PART OF THE EAST 1/2 OF LOT 5 IN ASSESSOR'S SUBDIVISION OF SECTION 34, AND THE NORTH 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE EAST 1/2 OF LOT 3 IN SUBDIVISION OF LOT 4 IN THE AFORESAID ASSESSORS SUBDIVISION, ALSO LOTS D AND E IN SCOTTSDALE, BEING RAYMOND L. LUTGERT'S SUBDIVISION OF PART OF THE EAST 1/2 OF SAID LOT 5 IN ASSESSOR'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 1952 AS DOCUMENT NUMBER 15297457, IN COOK COUNTY, ILLINOIS.

P.T.N.19-34-113-002

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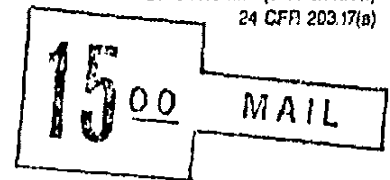
**ADDITIONAL MORTGAGORS ("BORROWERS") IF ANY: NONE

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

Previous edition may be used until supplies are exhausted.
F-1901 IL 8/88

PAGE 1 OF 4

HUD-92116-M.1 (9-88 Edition)
24 CFR 203.17(a)



130
A 1194239, etc
N
unit

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This instrument was prepared by:

JANICE RAVE

My Commission Expires:

OFFICIAL SEAL
Victoria Kavalskas
Notary Public, State of Illinois
My Commission Expires Jan. 17, 1990

Notary Public

Victoria Kavalskas

Given under my hand and Notary Seal this 30th day of March, A.D. 1989

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

person whose name is subscribed in the foregoing instrument, appeared before me this day in signed, sealed, and delivered the said instrument as his

XXXXX personally known to me to be the same XXXXX

I, the undersigned, Do Hereby Certify That

Steven M. Desano, Divorced and Not Since Remarried

a notary public, in and for the county and State of Illinois

_____ [Seal]

_____ [Seal]

Steven M. De Sano
STEVEN M. DE SANO

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

conveyance shall be null and void and Mortgage will, within thirty (30) days after written demand therefor by Mortgagee, 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 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 be devised, descent or operation of law) by the Mortgagor, pursuant to a contract of sale executed not later than _____ 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.
The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the party hereof. 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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Property of Cook County Clerk's Office

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.

To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, his successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Mortgagee does hereby expressly release and waive.

And Said Mortgagee covenants and agrees:

To keep said premises in good repair and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; nor to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, (a) said note is fully paid, (1) 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 Illinois, or of the county, town, village or city in which the said land is situated, upon the Mortgagee or on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance of the premises, or to keep the same insured, as herein provided, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

It is expressly provided, however, that the provisions of this mortgage to the contrary notwithstanding, that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or 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 the said Mortgagee further covenants and agrees as follows:

That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

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 all the rents, issues, and profits now due or which

(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 herefor 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 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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

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

(2) interest on the note secured hereby;

(3) amortization of the principal of the said note; and

(4) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee 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 Mortgagee 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 Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or returned to the Mortgagee. If, however, the monthly payments made by the Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee 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, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, 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.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which

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may hereafter become due for the use of the premises hereinabove 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 provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss 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 concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee 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 Mortgagee 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 Mortgagee, 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 **60 DAYS** days from the date hereof (written statement of any officer of the Department of Housing and Urban Development dated subsequent to the **60 DAYS** 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 Mortgagee, or any party claiming under said Mortgagee, 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 Mortgagee 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.

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 hereto 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 addition to 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' fees, 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 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 Mortgagee.

If the Mortgagee 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

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MORTGAGE RIDER

LOAN ASSUMPTIONS EXECUTED LESS THAN 12 MONTHS OF DATE OF MORTGAGE

This Rider is a part of and incorporated into the Mortgage dated the
30TH day of MARCH, 19 89 made
and entered into by STEVEN M. DE SUNO, Mortgagor
and COUNTRYWIDE FUNDING CORPORATION Mortgagee.

The Mortgage is amended to add the following:

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 12
months after the date on which the mortgage is executed, to a purchaser
whose credit has not been approved in accordance with the requirements of
the Commissioner.

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Steven M DeSuno
Borrower STEVEN M. DE SUNO

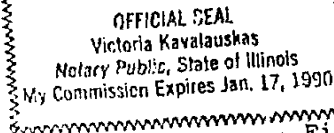
Borrower

State of Illinois

County of Cook

I, _____, a notary public, in and
for the county and State aforesaid, Do Hereby Certify That Steven M. DeSuno,
Divorced & Not Since Remarried, ~~his~~ ^{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.

Given under my hand and Notarial Seal this 30th day march, A.D. 19 89.



Victoria Kavalauskas
Notary Public

Doc. No.
of

recorded in Book

A.D. 19

of

Filed for Record in the Recorder's Office
County, Illinois, on the _____ day of _____
at _____ o'clock _____ m., and duly
Page _____

UNOFFICIAL COPY

STATE OF ILLINOIS

DEPARTMENT OF REVENUE

NOTICE TO TAXPAYER

Property of Cook County Clerk's Office

8/20/2013