

89292124

RECORD & RETURN TO:
TCF MORTGAGE CORPORATION
1420 KENSINGTON ROAD # 321
OAK BROOK, IL 60521
State of Illinois

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY:
SIMONE G. GILLEN



89292124
Mortgage

TCF #591850154

FHA Case No.
131-5741816/703

SI 200877B SRS

This Indenture, made this 21st day of JUNE, 1989, between MICHAEL DSIDA, A BACHELOR AND DOUGLAS L. DSIDA MARRIED TO BARBARA DSIDA*, HIS WIFE, Mortgagee, and

TCF MORTGAGE CORPORATION, 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 EIGHTY SEVEN THOUSAND ONE HUNDRED NINETY TWO DOLLARS AND NO/100's Dollars (\$ 87,192.00)

payable with interest at the rate of ELEVEN PERCENT per centum (11.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 801 MARQUETTE AVENUE SOUTH, MINNEAPOLIS, MINNESOTA 55402, 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 EIGHT HUNDRED THIRTY DOLLARS AND 35/100's Dollars (\$ 830.35)

on the first day of AUGUST 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 JULY 1, 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 Warranty 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 27 in Greer's Resubdivision of Lots 9, 10, 11 and 12, in Block 1 in Andersonville in the Northeast 1/4 of the Southeast 1/4 of Section 7, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

commonly known as: 1732 W. WINONA AVENUE, CHICAGO, ILLINOIS 60640

PIN #: 14 07 403 020

"RIDERS ATTACHED ARE MADE A PART HEREOF".

Cook County Clerk's Office

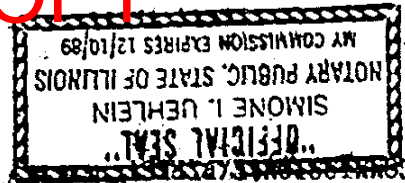
89292124

Together with all and singular the tenements, hereditaments and appurtenances therunto 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 (i)) in accordance with the regulations for those programs.

UNOFFICIAL COPY

\$17.00 MAIL



MY COMMISSION EXPIRES 12-10-89

NOTARY PUBLIC

Simone I. Uehlein

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 21ST DAY OF JUNE, A.D. 1989

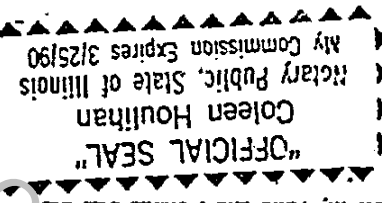
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Barbara Dsida, * married to Douglas L. Dsida, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary 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

Property of Cook County Clerk's Office



Doc. No.

Colleen Houlihan
Notary Public, State of Illinois
My Commission Expires 3/25/90

Given under my hand and Notarial Seal this 21st

County, Illinois, on the

filed for Record in the Recorder's Office of

day of

SEP-1-81

A.D. 19

1#4444 TOWN 0512 06/27/89 11:51:00
89-252124 * D * 89-252124
COOK COUNTY RECORDER

Notary Public

Colleen Houlihan

JUNE day A.D. 19 89

the undersigned, the undersigned, Do hereby certify that MICHAEL G. DSIDA, A BACHELOR and DOUGLAS L. DSIDA MARRIED TO BARBARA DSIDA, * 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 THEY signed, sealed, and delivered the said instrument as their free and voluntary 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

ALL HOMESTEAD AND MARITAL RIGHTS.

BUT SOLELY FOR THE PURPOSE OF WAIVING ANY AND BARBARA DSIDA * SIGNING NOT AS MORTGAGOR

89292124 [Seal]

DOUGLAS L. DSIDA [Seal]

Douglas L. Dsida [Seal] *Michael G. Dsida* [Seal]

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

89292124

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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 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 monies 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 Mortgagee 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 Herein Contained 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.

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 heretofore. 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

And as Additional Security for the payment of the indebtedness hereunder the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

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

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.

And as Additional Security for the payment of the indebtedness hereunder the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

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And as Additional Security for the payment of the indebtedness hereunder the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

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.

And as Additional Security for the payment of the indebtedness hereunder the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

WATERGEGOR

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TCF #591850154
CASE # 131:5741816/703

FHA ASSUMPTION POLICY RIDER

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 21st day of JUNE, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to TCF MORTGAGE CORPORATION

(the "Mortgagee") and covering the property described in the instrument and located at:

1732 W. WINONA AVENUE, CHICAGO, ILLINOIS 60640

(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree as follows:

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 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 24 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.

IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.

Michael G. Dsida (Seal)
MICHAEL G. DSIDA Mortgagor

Douglas L. Dsida (Seal)
DOUGLAS L. DSIDA Mortgagor

Barbara Dsida (Seal)
BARBARA DSIDA* SIGNING NOT MORTGAGOR

(Seal)
Mortgagor
(Sign Original Only)

AS MORTGAGOR, BUT SOLEY FOR THE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD AND MARITAL RIGHTS.

NOTE: If the property is not the principal or secondary residence of the Mortgagor, 24 months will be checked instead of 12 months.
(Space below this line for acknowledgement:)

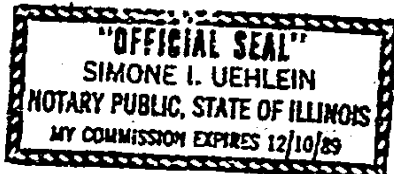
STATE OF Illinois COUNTY OF Cook

I, the undersigned, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT BARBARA DSIDA, * MARRIED TO DOUGLAS L. DSIDA, 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 SHE SIGNED, SEALED, AND DELIVERED THE SAID INSTRUMENT AS HER 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 21st DAY OF JUNE, A.D. 1989

MY COMMISSION EXPIRES: 12-10-89

Simone I. Uehlein
NOTARY PUBLIC



89292124

89292124

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Property of Cook County Clerk's Office

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REFER TO THE STATE OF ILLINOIS
MORTGAGE HUD 92116M (10/85)

This rider attached to and made part of the Mortgage between MICHAEL G. DSIDA, A BACHELOR AND DOUGLAS L. DSIDA MARRIED TO BARBARA DSIDA, HIS WIFE* Mortgagor, and TCF MORTGAGE CORPORATION

Mortgagee, dated revises said mortgage as follows:

1. Page 2, the fourth covenant of the mortgage is amended to read: 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 mortgagee on the first day of each month until the said note is fully paid, the following sums:
 - (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 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 therefore 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 two preceding subsections 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 Mortgagee to the following items in the order set forth:
 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums.
 - (II) Interest on the note secured hereby; and
 - (III) amortization of principal of said note

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 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 mortgagor 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 Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor 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 of the commencement of such proceedings or 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.

2. Page 3, the third 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.

Dated as of the date of the mortgage referred to herein. Barbara Dside BARBARA DSIDA*
X Michael G. Dside (SEAL) X Douglas L. Dside (SEAL)
MORTGAGOR MICHAEL G. DSIDA MORTGAGOR DOUGLAS L. DSIDA

STATE OF ILLINOIS COUNTY OF Cook

I, THE UNDERSIGNED, a notary public, in and for County and State aforesaid, Do Hereby Certify that MICHAEL G. DSIDA A BACHELOR AND DOUGLAS L. DSIDA MARRIED TO BARBARA DSIDA, HIS WIFE, personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the said instrument as their 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 21st DAY OF JUNE, AD 19 69

(SEAL) "OFFICIAL SEAL" Coleen Houlihan Notary Public, State of Illinois

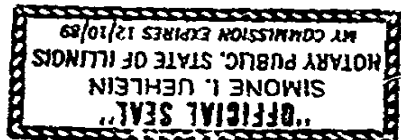
X Coleen Houlihan NOTARY PUBLIC

BARBARA DSIDA, SIGNING NOT AS MORTGAGOR BUT SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD AND MARITAL RIGHTS.

89292122A

UNOFFICIAL COPY

Property of Cook County Clerk's Office



MY COMMISSION EXPIRES: 12-10-89

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 21ST DAY OF JUNE, A.D. 1989

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Barbara Dsida, * married to Douglas L. Dsida, 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 she signed, sealed, and delivered the said instrument as her free and voluntary 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

NOTARY PUBLIC 89292124

Simone Uehlein