

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

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 state, right, title, and interest of the said Mortgagor in and to said premises.

Item # 82428814818 07-18-202-115  
Also known as 2009 STANLEY COURT, SCHLAUBURG, ILLINOIS 60154  
THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT THE PERMANENT INDEX NUMBER.

PARCEL 1: UNIT 4 AREA 15 LOT 1 IN SHEPHERD TOWN UNIT 4, BEING A SUBDIVISION OF PARTS OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 18 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1971 AS DOCUMENT 21699861 IN COOK COUNTY, ILLINOIS  
PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED NOVEMBER 4, 1971 AS DOCUMENT 21699861 AND IN DELAYATION RECORDED OCTOBER 23, 1970 AS DOCUMENT 21228600 IN COOK COUNTY, ILLINOIS.

Now, Therefore, the said Mortgagor, for the best security 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 Waiver unto the Mortgagee, its successors or assigns of the following described Real Estate situated, lying, and being in the county of COOK and the State of Illinois, to wit:

Seven hundred eighty-four and 81/100 Dollars (\$ 764.81 )  
on the first day of December 01, 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 November 20 89.

payable with interest at the rate of Ten (10.00000) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 1020 WEST WASHINGTON ROAD, HOMERAN ESTATES, IL 60195  
or at such other place as it may hereafter designate in writing, and delivered; the said principal and interest being payable in monthly installments of

Eighty-seven thousand one hundred fifty and 00/100 Dollars (\$ 87,150.00 )  
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

PAGE MORTGAGE CORPORATION  
a corporation organized and existing under the laws of the State of Illinois  
PETER J. BURKE and SUSAN M. BURKE, His wife  
This Indenture, made this 19th day of October, 19 89, between Mortgagee, and

90135023

FHA Case No  
131: 587 8796 703B  
Loan # 292387-4

MAIL TO: M.A.T.G.F. BOX 370  
Mortgage

(L)

State of Illinois

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8861011

GNMA 283259

03/29/66

22083106 1011 20138023

REI ATTORNEY SERVICES #



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, 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 Mortgage, 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 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 SIXTY 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 SIXTY day period, 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 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 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.

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, 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.

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 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' fees, and cost of said abstract and examination of title; (2) All the moneys advanced by the Mortgagee, if any, for the purpose 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, and note at the time and in the manner aforesaid and shall accept, by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and the 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.

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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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. However used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

00139023

# UNOFFICIAL COPY

30138023  
08-01-91

PREPARED BY: KRISTY MILLRANEY  
MIDWEST FUNDING CORPORATION  
1020 31ST STREET, SUITE 401  
DOWNERS GROVE, ILLINOIS 60515

Property of Cook County Clerk's Office

at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_  
County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

Doc. No. \_\_\_\_\_ Filed for Record in the Recorder's Office of \_\_\_\_\_

*[Signature]*  
Notary Public  
A.D. 1989

OFFICIAL SEAL  
JULIE A. CONLON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAY 27, 1991

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 1989

I, \_\_\_\_\_, the undersigned, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ are \_\_\_\_\_ persons whose names \_\_\_\_\_ person and acknowledged that \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

subscribed to the foregoing instrument, appeared before me this day in \_\_\_\_\_ State \_\_\_\_\_ a notary public, in and for the county \_\_\_\_\_, his wife \_\_\_\_\_, his wife \_\_\_\_\_

State of Illinois \_\_\_\_\_ County of \_\_\_\_\_

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

\_\_\_\_\_ [Seal] SUSAN M. BURKE \_\_\_\_\_ [Seal] PETER J. BURKE

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

*[Handwritten signature]*

MM 071 B

This instrument was prepared by Midwest Funding Corporation  
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

Commission Expires

Notary Public

Given under my hand and official seal, this 17th day of October, 1989  
said instrument as THEIR free and voluntary act, or the uses and purposes therein set forth,  
personally known to me to be the same person, Susan M. Burke subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that she signed, sealed and delivered the

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY  
that PETER J. BURKE and SUSAN M. BURKE, his wife

SS

County of Cook

State of Illinois

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower SUSAN M. BURKE Date \_\_\_\_\_

Borrower PETER J. BURKE Date October 19, 1989

The mortgage 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 no 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. If  
the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for  
"12 months."

All FHA Mortgages - Effective 12/01/86

FHA MORTGAGE ACCELERATION CLAUSE

CASE# 131: 587 8796 703B

LOAN# 292387-4

8 9 5 6 1 0 4 1

89561041

30138923

89561041

Property Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

90138023

REC'D RECORDING  
1984 JUN 15 09:49  
ASSIST. CLERK # 1  
COOK COUNTY RECORDER

90138023