This Indenture Wedsselv That the Callot Lid Co Queen and Willie

Mae Johnson, his wife

and the Cook Illinois Company of in the area to sert. LaSalle National Bank, and inside which

is a particular to the property of the expression of 87.87° November

112759

the contract of the contract of the Cook.

Company of the Company

Lot 4 Block 18

In Second Roseland Heights Subdivision of East Two-thirds (2/3) of the Northwest Quarter (1/4) of Section 10, Town 37 North, Range 14, East of the Third Principal Meridian.

> 1981. The Tree William Wass April 1881. A (Light - 2 - Section)

Members. Tami J. Reding, Two North LaSalle Street, Chicago, Illinois 60602 was Arms 9810 South Forest, Chego, Illinois 60628

25-10-325-022-0000 / 1924

To have and to hold the saids to be also

Appendix the residence of the control of the contro The way of the second of

The property of the engage of the control of the engage of

o out to program a program of the program of periods defined the program of the entire of the entire periods of the period of the period of the entire period of the period of the period of the period of the entire period of the entire period of the period of the period of the entire period of the period of the period of the entire period of the perio

The second of the seco

To provide \mathbf{S} to respect to the confidence of an industrial elementary distribution, and abidiates the sign of a set of the energy of the second to the second of the two seconds.

as Assessable to the part of a top and a Verbour object their made is not seen to the Ath to the November

CHANGE COCKETS To honders

Willie Mac Schnoenson

UNOFFICIAL

LaSalle National Bank

9810 South Forest

Address of Propert

Deed In Trust

Chicago, Illinois 60628

3669511

366951

5998.34

LaSalle National Benk

Jest : 1876 - 3000

to a seer while

Brilding cyffigh fe glyn 19 ynddiol 10 glyn 19 ynddiol

•• Test

The control of the second control of the sec profit to the discount Tiodt And particular as the first of the first of the control of the con

Eddie B. Johnson and Willie Mae Johnson, his wife

Rami J. Reding

County of COOP

stonilli to state

204 COUNTY CONTY'S OFFICE

programming property of the contraction of the cont

 $\Delta m = 10^{-6}~\mathrm{cm/m}$

UNOFFICIAL COPYZ

PREPAYMENT/ASSUMPTION RIDER

The Rider dated the 23RD day of NOVEMBER , 1987 , amends the mortgage of even date by and between:

JAMES E. GRIFFIN, A BACHELOR

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. as follows:

, the Mortgagee,

In Paragraph one on page 2, the sentence which reads as follows is deleted:

"that privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the rote, on the first day of any month prior to maturity: Provided, hovever, that a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

Paragraph one on rage 2, is amended by the addition of the

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date.

3. A new provision has been added 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 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 sale executed not lace.

or not later than 24 months arce.

to this mortgage, to a purchaser whose creation with the requirements of the Commissioner.

IN WITNESS WHEREOF,

JAMES E. GRIFFIN, A BACHELOR

has set his hand and seal the day and year first aforesaid.

(SEAL) 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

James E. GRIFFIN	(SEAL)
JAMES E. GRIFFIN	(SEAL)
	(SEAL)
	(SEAL)

Signed, sealed and delivered

in the presence of

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Calling to the control of the contro

NOTE IDENTIFIED

UNOFFICIAL COR

MORTGAGE

This form is used in connection with mongages insured under the one to four-family provisions of the National Housing Act.

THIS INDENTURE, Made this: 23RD
JAMES E. GRIFFIN, A BACHELOR

day of NOVEMBER

10 87

, between

, Mortgagor, and RESIDENTIAL FINANCIAL CORP.

a corporation organized and existing under the laws of

NEW JERSEY

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 SEVENTY-FIVE THOUSAND, TWO HUNDRED FIFTY AND 00 /100

Dollar (\$

75.250.00 \

TEN AND ONE-HALF

payable with interest at the rate of / | \ / | \ / | \ per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

1445 VALLEY ROAD, WAYNE, NEW JERSEY 07470

or at such

place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

SIX HUNDRED EIGHTY-BIGHT AND 34 /100

Dollars (\$

688.34) on the first day

of JANUARY, 19 68, 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 DECEMBER 2017

NOW, THEREFORE, we said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the convenants 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 1353 IN WOODLAND "FIGHTS UNIT 3, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 41 NORTH, RANCE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS ON JULY 14, 1960 AS DOCUMENT NO. 1931799, IN COOK COUNTY, ILLINOIS.

TAX I.D.# 06-23-405-016 ft of the property address: 405 CEDARCREST DRIVE, STREAMWOOD, IL. 60107.

3669507

"SEE ATTACHED ONE TIME MIP PAYMENT RIDER MADE A PART HEREOF."
"SEE ATTACHED PREPAYMENT/ASSUMPTION RIDER TO MOPTGAGE MADE A PART HEREOF."

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereun's belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of suppyling or distributing heat, light, wate; 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.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, unto me set. Mortgagee, its 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 the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR 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; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the mortgagee, as hereinafter provided, until 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 situate, upon the Mortgagor 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 Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, 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 much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor 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.

.V TEDARAM ARLINGTON HEIGHTS 155 EAST ALGONQUIN ROAD RESIDENTIVE BINVNORVE CORES ха<u>паяяяваяя оил от ия</u>стая 089 178 OPD 9 159 CT | 680 进A的公正選 40S699£ REGISTAL FIRST North LaSalle Jδ 288 Y and duly seconded in Book To yab County, Illinois on the Oties Recorder riled for Record in **DOC' NO'** DuPage County, State of Illinois 11st, 12990 Solary Public JUDY DELI RESTERI, Metriy Pil 911 (rp GIVEN under my hand and Motarial Seal this 480 ON .West ITANO for the uses and purposes therein set forth, including the release and waiver of the right of homestead. signed, sealed, and delivered the said instrument as this day in person and acknowledged that ratani aniogestol off of bedinosdus ЭН personally known to me to be the same person whose name pur Do Hereby Certify That GRIFFIN, A BACHBLOR JAMES E. a notary public, in and for the out ty and State aforesaid, the undersigned **Dn**bøde COUNTY OF :55 STATE OF ILLINOIS (JABS). (SEVF) . З WEZ (SEAL) (SEVF) WITNESS the hand and seal of the Mortgagor, the day and year first written. sender shall include the feminine. administrators, successors, and assigns of the parties hereto. Wherever used, the singular of the plural, the plural, the plural, the plural the singular, and the masculine

THE COVENAMTS HEREIM CONTAINED shall bind, and the benefis and advantages shall inure, to the respective heirs, executors,

of the Mortgagor shall operate to release; in any manner, the original liability of 0 s Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the mortgages to any successor in interest release or satisfaction by Mortgagee.

release or satisfaction of this mortgage, and Mortgagor hereby waives the binefits of all statutes or laws which require the earlier execution or delivery of such agreements herein, then this conveyance shall be null and void and h. Or seree will, within thirty (30) days after written demand therefor by Morgagor, execute a

If Morgagor shall pay said note at the time and in the a.ar, or aforesnid and shall abide by, comply with, and duly perform all the covenants and

unpaid on the indebtedness hereby secured; (4) all the said, draipail money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to 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

documentary evidence and cost of said abstract and ex mination of title; (2) all the moneys advanced by the Mongagee, if any, for the purpose authorized in the such decree: (1) All the costs of such suit of such, decrising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for

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

ness secured hereby and be allowed in any decree foreclosing this mortgage. auit or proceedings, shall be a further lit n. nd charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedof this mongage, its costs and expanses, "and the reasonable fees and charges of the attorneys or solicitors of the Mongagee, so made parties, for services in such abstract of title ferrit; purpose of suc Horselosure; and in case of any other suit, or legal proceeding. Wherein the Mongagee shall be made a parry thereto by reason

solicitor's fees, and stenogh and the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete 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

necessary to carry of 11.4 provisions of this paragraph. receive the rents, i. a., s., ad profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably premises to the Mers upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court, collect 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 Mongagee; lease the said

foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair, pay such current back taxes and Whenever the said Morganger shall be placed in possession of the above described premises under an order of a court in which an action is pending to

preservation of the property.

issues, and profits when collected may be applied toward the payment of the indebtedness, oxists, taxes, insurance, and other items necessary for the protection and 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, placing the Mongagee in possession of the premises, or appoint a receiver for the benefit of the Mongagee with power to collect the rents, issues, and profits of the without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order receiver, or for an order to place Morgagee in possession of the premises of the persons itable for the payment of the indebtedness secured hereby, and Montgagor, or any party claiming under said Montgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a 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

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgages shall have the right immediately to foreclose this mortgage, and acumed interest thereon, shall, at the election of the Mongagee, without notice, become immediately due and payable. due date theroof, or in case of a breach of any other covenant or agreement herein supulated, then the whole of said principal sum remaining unpaid together with

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

UNOFFICIAL COPY , , ,

AND the said Mortgagor further convenants and agrees as follows:

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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured licreby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even day and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average out tanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) 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 point therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessment, will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) 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) premium charges under the cor tract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be:
 - (II) ground rents, if any, taxes, specia assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; an a
 - (IV) amortization of the principal of the said ...o'c.

Any deficiency in the amount of any such aggregate monthly Layment 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 Mortgage may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than lifteen (15) days in arrears, to cover the cura expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor 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 refune at the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay group 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 Mortgage any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shrings due. If at any time the Mortgagor shall tender to the Mortgage, in accordance with the provisions of the note secured hereby, full payment of the entire independences represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban 1 to 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 fune is accumulated under subsection (b) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby as in the Mortgagee all the rents, issues, and profits now due or which 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 to an 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 Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof 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 Mortgager to the Mortgager and shall be paid forthwith to the Mortgager 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 ninety 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 ninety 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office