

03040249

EXAMINER OF TITLES

[Handwritten signature]

DATED: 12-19-89

the Trust Department.

After all matters regarding this document, after said date, to

on the date shown.

The above described document has been reviewed, by MT. PROSPER, under assigned P.O. BOX 910

ORDERED BY:

GOLDEN TITLE INS. CO.

CERTIFICATE NO.

8848249

DOCUMENT NO.

RE: MORTGAGE OR ASSIGNMENT OF MORTGAGE

EXAMINERS AFFIDAVIT

Property of Cook County Clerk's Office

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a Time Mortgage Insurance Premium Payment (including sections 203(b) and (c)) in accordance with the regulations for those programs.

order with it and register the necessary, improvements thereon belonging, and the taxes, water, and profits thereof; all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the pipes, cists, and sewer the said Mortgagee in and to said premises.

06-23-214-012
COMMONLY KNOWN AS: 321 E. STREAMWOOD BLVD.
STREAMWOOD, IL 60107

Property of Cook County, Illinois

LOT 1065 IN WOODLAND HEIGHTS UNIT 3 BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 14, 1960, AS ENCUMBRANCE NUMBER 1931799, IN COOK COUNTY, ILLINOIS.

Now, Therefore, the said Mortgagee, for the better security of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, do hereby cause to be recorded in the office of the Recorder of Deeds for Cook County, Illinois, the following described Real Estate Sitings, being, and being in the county of COOK

SEVEN HUNDRED EIGHT-SIX AND 58/100-----Dollars (\$ 786.58)
on the first day of FEBRUARY, 1990, 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 JANUARY, 2020.

at such other places as the said Mortgagee may designate in writing, and deliver to the said principal and interest being payable to monthly installments of 10.0% per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 2400 W. HASSLEB RD, SUITE 340, HOFFMAN ESTATES, IL 60195

Eighty-Nine Thousand Six Hundred Thirty-One AND NO/100-----Dollars (\$ 89,631.00)
due hereon, in the principal sum of
Whomsoever That whereas the Mortgagee is duly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even a corporation organized and existing under the laws of THE STATE OF ILLINOIS

HEINIZ OTTO ALTROCK, A BACHELOR AND JOYCE MARIE CONWAY, A SPINSTER, Mortgagee, and

This Indenture, made this 18TH day of DECEMBER, 1989, between

PAID TO
131:5950290

LOAN #59106-4804

Mortgage

3848249

3848249

NOTE IDENTIFIED

State of Illinois

(Handwritten mark)

(Handwritten mark)

(Handwritten signature)

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 2000.

Property of Cook County Clerk's Office

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That He Will Keep the Improvements now existing or hereafter created 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 prompt, by when due, any premium 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 the same 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 good

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

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. Priority 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 rent 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 heretofore to the date when such ground rent, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagor in trust to pay said ground rent, premiums, taxes and assessments 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. Priority is reserved to pay the debt in whole or in part on any installment due date.

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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 Law 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; not to suffer any lien of mechanics 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 premises are situated, upon the Mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may be on said premises, insured during the continuance of said indebtedness, against fire and lightning, and 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 of encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may, at any time, such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in his discretion he may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional principal of the mortgage, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

It is expressly provided, however, that 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 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, comply with the terms of the mortgage, and shall not be held liable for the same or for 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 levied 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. Priority is reserved to pay the debt in whole or in part on any installment due date.

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01/20/2010

of any real estate property by Mortgagee, and each borrower shall be deemed to have authorized and directed to make payment for such loan directly to the Mortgagee instead of to the Mortgagee jointly, and the borrower proceeds hereafter in this deed, may be applied by the Mortgagee in its option either to the reduction of the indebtedness hereby secured or to the recreation or repair of the property damaged, in event of fire, destruction or other cause of loss to the mortgaged premises in extinguishment of the indebtedness secured hereby, all like and interest of the Mortgagee in and to any insurance policy 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 Mortgagee, 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, whether or not.

The Mortgagee further agrees that should the mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within SIXTY (60) days of 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) subsequent to the SIXTY (60) days from the date of this mortgage, declining to issue said note and the mortgage being deemed conclusive proof of such refusal, the Mortgagee or the holder of the note may, at its option, designate all sums secured hereby immediately due and payable notwithstanding the foregoing, the option may not be exercised by the Mortgagee when the insurability for insurance under the National Housing Act is due to the Mortgagee's failure to furnish 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 or other demand, 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 priority of the indebtedness secured hereby, at the time or such applications for appointment of a receiver, or for an order to place the 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, either in order placing the Mortgagee 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 currency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and with interest, taxes, and profit 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, as 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 with or without 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 stenographer's 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 therein by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or solicitor of the Mortgagee, 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 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 purchase and payment of the note secured hereby; from the time at the date of the note secured hereby; from the time such advance was made; (3) All the accrued interest remaining unpaid on the indebtedness hereby secured, and 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 any note at the time and in the manner aforesaid and shall comply with and duly perform all the covenants and agreements herein, then this contract shall be null and void and of no effect, within thirty (30) days after written demand therefor by the Mortgagee, execute a release or satisfaction of this mortgage, and the Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by the 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. 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

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Property of

Mortgagor _____
 Mortgagor _____
 Mortgagor JOE MARIE CONWAY _____
 Mortgagor HEINZ OTTO ALTRICK _____

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in the Assumption Rider.

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.

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THE SECURITY INSTRUMENT, MORTGAGE AND MORTGAGOR HEREBY COVENANT AND AGREE AS FOLLOWS:

PROPERTY ADDRESS

321 E. STREAMWOOD BLVD., STREAMWOOD, IL 60107

THIS ASSUMPTION RIDER is made this 15TH day of DECEMBER 19 89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed or Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Promissory Note (the "Note") to CAPITAL HOME MORTGAGE CORP. located at _____ of the same date and covering the property described in the Security Instrument and

ASSUMPTION RIDER

FHA CASE # 131:5950290

LOAN # 59106-4806

3848249

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02/28/12

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MO-81194-1

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Prepared By: Capital Home Mortgage Corporation
2400 W. Hassell Road
Suite 340
Hoffman Estates, IL 60195

Property of Cook County Clerk's Office

3848249

"OFFICIAL SEAL"
JOHN L. EMMONS
Notary Public, State of Illinois
My Commission Expires 12/20/91

Filed for Record in the Recorder's Office of
County, Illinois, on the
day of
at
and duly recorded in Book
of No.

AD. 1899

day of September

Given under my hand and Notarial Seal this 18th

for and voluntary as for the use and purpose herein set forth, including the terms and nature of the title of instrument.

signed, sealed, and delivered in the presence of their

subjected to the foregoing instrument, appeared before me the day in

and JOYCE MARIE CONWAY, A SPINSTER

HEINZ OTTO ALTRICK, A BACHELOR

a Notary Public, in and for the county and State

Handwritten initials/signature

County of Cook

State of Illinois

[Seal]

[Seal]

JOYCE MARIE CONWAY
Joyce Marie Conway

HEINZ OTTO ALTRICK
Heinz Otto Altrick

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

COPIED THEREBY.

PROCEEDS ARE SUFFICIENT TO SATISFY THE ENTIRE INDEBTEDNESS AND ALL OTHER LIABILITIES INCURRED THEREBY.

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Property of Cook County Clerk's Office

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1383218

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Office

NO DUPLICATES

DEC 19 AM 9:48
ROL MOSELEY BRAUN
REGISTRAR OF TITLES

Submitted by _____
Address _____

Promised
Delivered _____

Address _____

Donor's Name
Address _____
City _____

Address _____
City _____

GOLDEN TIME INS. CO.
Kellie

P.O. BOX 910
MT. PROSPECT, ILL 60056

3348249