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Cook County Recorder



PLEASE MAIL TO:

Prepared by:

CITY MORTGAGE INC.

1600 167TH ST., SUITE 18 CALUMET CITY, IL 60409

State of Illinois

**MORTGAGE** 

FHA Case No.

131:9586897-734

THIS MORTGAGE ("Security Instrument") is given on November 30th, 1998
The Mortgagor is JOETTA ROBINSON MARRIED TO THOMAS LEONARD
AND LAVERNE JENKINS A SPINSTER

("Borrower"). This Security Instrument is given to

CITY MORTGAGE, INC

, and

which is organized and existing under the laws of the state of indiana whose address is 1600 167th st., suite 18

CALUMET CITY, IL 60409

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY FIVE THOUSAND FOUR HUNDRED FIFTY AND NO/100 Dollars (U.S. \$ 125,450.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1ST, 2028

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Illinois Mortgage - 4/96

**WP-4R(IL)** (9608)

VMP MORTGAGE FORMS - (800)521-729

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00)521-729

**BOX 333-CTI** 

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of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in cook County, Illinois:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

Parcel ID #: 28-33-211-015-0000

which has the address of

1/857 VISTA DRIVE UNIT #17857

COUNTRY CLUB HILLS [Street, City],

Illinois 6

60478

[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrowe is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that in Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform cover ares for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

#### UNIFORM COVENANTS.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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UNIT 17857 IN FAWN RIDGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN WOODLAND HILLS UNIT NUMBER 1 BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 95336974 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PTN: 28-32-211-015-0000

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If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

<u>First</u>, to the plantage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any types, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Ha. ar.] insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, reainst any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 2, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower 5 Lean Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Iroperty) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.



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Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled accreto.
- 7. Charges to Borrover and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's equest Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
  - (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
  - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the regoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a light to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount dvo ender the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and resonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The coverage and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrover, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Porrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 15. Borrows's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in vicinitien of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile so vents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Er vironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

#### NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, proof to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower small collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any ext that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. Release Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

with this Security Instrument, the coverial supplement the covenants and agreements	nts of each such rider shall be inc	
Instrument. [Check applicable box(es)].  Condominium Rider	Growing Equity Rider	Other [specify]
Planned Unit Development Rider	Granuated Payment Rider	ADJUSTABLE RATE RIDER

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rider(s) executed by Borrower and recorded with it. Witnesses:	
	$\bigcirc$ $\bigcirc$ .
	Solta Munsor
	(Seal)  LIDETTA ROBINSON  -Borrower
	Q11. 0 00 ·
	Oldre Kenkins (Seal)
	LAVERNE JENKINS / -Borrower
	, ·
(Seal)	(Seal)
-Borrower	THOMAS LEONARD, signing for the-Borrower
	sole purpose of waiving homestead
	rights(SEE ATTACHED)
(Seal)	(Seal)
-ponower	-Вопоwer
(Seal)	(Seal)
3or over	-Borrower
	,
STATE OF ILLINOIS	Country age
STATE OF ILLINOIS,  I. THE UNDERSTONED a NOTE	COOK County ss:
I, THE UNDERSIGNED , a Note	ary Public in and for said county and state do hereby certify
${ m I},$ the undersigned , a Note that joetta robinson married to thomas leonard and laver	ATY Public in and for said county and state do hereby certify
I, THE UNDERSIGNED , a Note	ATY Public in and for said county and state do hereby certify
${ m I},$ the undersigned , a Note that joetta robinson married to thomas leonard and laver	ATY Public in and for said county and state do hereby certify
${ m I},$ the undersigned , a Note that joetta robinson married to thomas leonard and laver	ATY Public in and for said county and state do hereby certify
${ m I},$ the undersigned , a Note that joetta robinson married to thomas leonard and laver	ATY Public in and for said county and state do hereby certify
I, the undersigned , a Nota that Joetta robinson married to thomas leonard and laver AND/打HOMAS/LEONARD/,/バARR/ED/TO/バの東丁丁A	ATY Public in and for said county and state do hereby certify  RNE JENKING A SPINSTER  V ROPILLISON  THE PROPERTY OF THE PROPE
I, THE UNDERSIGNED , a Nota that JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND/打HOMAS/LEONARD/,/バ森野水(E)/ブロ/バの東丁丁A , person	The state do hereby certify the state do hereby certification in t
I, THE UNDERSIGNED , a Note that JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /刊内外AS /LEONARD, / 凡本野以正的 / 刊〇 月の東刊刊名 , person subscribed to the foregoing instrument, appeared before me th	Tary Public in and for said county and state do hereby certify  RNE JENKINS A SPINSTER  ROBY IN SOM  The person (s) whose name(s) will be a person (s) whose name(s) will be a person, and acknowled (sed that he/she/they)
I, THE UNDERSIGNED , a Note that JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /刊刊OMAS /LEONARD, / 汽车即以上的 / 刊〇 月 0 年 1 刊  , person subscribed to the foregoing instrument, appeared before me th	nally known to me to be the same person(s) whose name(s) is day in person, and acknowled sed that  HE/SHE (THEY)  free and voluntary act, for the uses and purposes therein
I, THE UNDERSIGNED , a Nota that JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARD, / 凡本野以正的 / TO 月の東東東 , person subscribed to the foregoing instrument, appeared before me the signed and delivered the said instrument as HIS/HER/THEIR	nally known to me to be the same person(s) whose name(s) tis day in person, and acknowled sed that  HE/SHE/THEY)
I, THE UNDERSIGNED, a Notathat JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARDAY, MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARDAY, MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARDAY, MARRIED /TO // 100 FTT/A	nally known to me to be the same person(s) whose name(s) is day in person, and acknowledged that he/she (they) free and voluntary act, for the assessment purposes therein
I, THE UNDERSIGNED , a Notathat JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /刊内外AS /LEONARD, / 凡在即以,/凡在即以上即 / 刊口 月旬年刊刊名 , person subscribed to the foregoing instrument, appeared before me the signed and delivered the said instrument as HIS/HER/THEIR set forth.  Given under my hand and official seal, this 30TH	nally known to me to be the same person(s) whose name(s) is day in person, and acknowled ed that he/she (They) free and voluntary act, for the account purposes therein day of November 1998
I, THE UNDERSIGNED, a Notathat JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARDAY, MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARDAY, MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARDAY, MARRIED /TO // 100 FTT/A	nally known to me to be the same person(s) whose name(s) is day in person, and acknowledged that he/she (they) free and voluntary act, for the assessment purposes therein
I, THE UNDERSIGNED , a Notathat JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /刊内外AS /LEONARD, / 凡在即以,/凡在即以上即 / 刊口 月旬年刊刊名 , person subscribed to the foregoing instrument, appeared before me the signed and delivered the said instrument as HIS/HER/THEIR set forth.  Given under my hand and official seal, this 30TH	nally known to me to be the same person(s) whose name(s) is day in person, and acknowled (ed that he/she they) free and voluntary act, for the was and purposes therein day of NOVEMBER 1998
I, THE UNDERSIGNED , a Notathat JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /刊内外AS /LEONARD, / 凡在即以,/凡在即以上即 / 刊口 月旬年刊刊名 , person subscribed to the foregoing instrument, appeared before me the signed and delivered the said instrument as HIS/HER/THEIR set forth.  Given under my hand and official seal, this 30TH	nally known to me to be the same person(s) whose name(s) is day in person, and acknowled ed that he/she (They) free and voluntary act, for the account purposes therein day of November 1998
I, THE UNDERSIGNED, a Notathat JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARD TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARD TO HORIZON , person subscribed to the foregoing instrument, appeared before methodigned and delivered the said instrument as HIS/HER/THEIR set forth.  Given under my hand and official seal, this 30TH  My Commission Expires:  6-21-00	nally known to me to be the same person(s) whose name(s) is day in person, and acknowled, ed that he/she (They) free and voluntary act, for the way and purposes therein day of NOVEMBER 1998
I, THE UNDERSIGNED, a Note that JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARD (JOETTA).  subscribed to the foregoing instrument, appeared before me the signed and delivered the said instrument as his/her/their set forth.  Given under my hand and official seal, this 30TH  My Commission Expires:  6-21-00  "OFFICIAL SEAL" PATRICIA CONROY	nally known to me to be the same person(s) whose name(s) is day in person, and acknowled, ed that he/she (They) free and voluntary act, for the way and purposes therein day of NOVEMBER 1998
I, THE UNDERSIGNED, a Note that JOETTA ROBINSON MARRIED TO THOMAS LEONARD AND LAVER AND /THOMAS /LEONARD, /MARRIED /TO /JOETTA  subscribed to the foregoing instrument, appeared before me the signed and delivered the said instrument as his/her/their set forth.  Given under my hand and official seal, this 30TH  My Commission Expires:  621-00  "OFFICIAL SEAL" PATRICIA CONROY Notary Public, State of Illinois	nally known to me to be the same person(s) whose name(s) his day in person, and acknowled, ed that he/she/they) free and voluntary act, for the was and purposes therein day of NOVEMBER 1998
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#### WAIVER OF HOMESTEAD RIGHT

08106969

I, Thomas Leonard, in consideration of the mortgage being issued to my wife Joetta Robinson, dated November 18, 1998 for the property located at 17857 Vista Drive, Country Club Hills, Illinois, hereby release and waive any and all homestead rights I may have in the property located at 17857 Vista Drive, Country Club Hills, Illinois, said property described as follows:

Unit 17857, Lot 216, in Fawn Ridge Condominiums as delineated on a survey in the following described real estate. Certain lots in Woodland Hills Unit Number 1, being a Subdivision of part of the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 33, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

In witness whereof, I have executed this waiver and release of homestead exemption this 18 day of November, 1998.

Thomas Leonard

Subscribed and sworn to this

18th day of November

, 1998.

by the aforementioned.

Notary Public

Junio Clary's Offica "OFFICIAL SEAL" CHRISTINE A. POLZIN Notary Public, State of Illinois My Commission Expires 5-28-01

08106969

FHA Case No.

131:9586897-734

#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 30th day of NOVEMBER, 1998, and is incorporated in c and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrumer.") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

CITY MORTGAGE INC.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

17857 VISTA DRIVE אייניען #17857, COUNTRY CLUB HILLS, IL 60478 ייניען Address]

The Property includes a unit in, together with an individed interest in the common elements of, a condominium project known as:

FAWN RIDGE CONDOMINAUM ASSOCIATION [Name of Condominium are ject]

("Condominium Project"). If the owners association or other enuty which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against are mazards Lender requires, including fire and other hazards included within the term "extended coverage" and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

FHA Multistate Condominium Rider - 10/95

**-586** (9601)

VMP MORTGAGE FORMS - (800)5

Page 1 of 2

(800)527-7991 Initials



08106969

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these arrows shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNN'S BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Ricer.

Condominium Rider.			
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