LOAN # 36724

UNOFFICIAL GOPYS,

MORTGAGE

131:4144935

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

THIS INDENTURE, Made this

24TH

day of SEPTEMBER

, 185, between

JUDITH M. TATHAM , DIVORCED AND NOT SINCE REMARRIED

, Mortgagor, and

FIRST GIBRALTAR MORTGAGE CORP.

a corporation organized and existing under the laws of THE STATE OF TEXAS, 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

FORTY ONE THOUSAND TWO HUNDRED AND NO/100

Dollars (\$ 41.200.00)

payable with interest at the rate of the order of the Mortgagee at its office in 004-2317 BELT LINE, #100, por at such other place as the holder may designate in writing, and deliver-DALLAShe Island Interest being payable in monthly installments pour HUNDRED EIGHT AND 00/100 Dellars (\$ 408.00) on the first day

of NOVEMBER, 165, and a like sum on the first day of each and every month thereafter until the note is fully part, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of OCTOBER, 2015.

NOW, THEREFORE, 'he said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and 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:

ALSO KNOWN AS: 1864 STOCKTON, HOFFMAN ESTATES, ILLINOIS 60195 PERMANENT INDEX #07-08-102-023-1112 You was 3284 SEE ATTACHED "FHA 234 CONDOMINIUM RIDER" MODE A PART HEREOF

TOGETHER with all and singular the tenements, hereditaments and copurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set orth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of 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 here inafter 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 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.

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Property of County Clerk's Office

T#4444 TRAN 0056 10/04/85 10:44:00 #1071 # D *-85-219773

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GRANTEE ADDRESS:

FIRST GIBRALTAR MORTGAGE CORP. ONE PIERCE PLACE, SUITE T295 ITASCA, ILLINOIS 60143

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and 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 placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sim shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thersto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys of 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 independences secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BY INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the ric agage, with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at he time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after write, uemand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, Fno the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and Pusigns 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.

the feminine. WITNESS the hand and seal of the Mortgagor, the day and year tirst written SEAL [SEAL] STATE OF ILLINOIS 55 COUNTY OF COOK MARY A. SCHNEIDER , a notary public, in and for the county and State aforesaid, Do Hereby Certify That JUDITH M. TATHAM, DIVORCED AND NOT SINCE REMARRIED , personally known to me to be the same subscribed to the foregoing instrument, appeared before me this day in person whose name person and acknowledged that SHE signed, sealed, and delivered the said instrument as HER free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Mary A Schneden
Notary Public GIVEN under my hand and Notarial Seal this MY COMMISSION EXPIRES: teien Expires Nov. 20, 1906 Filed for Record in the Recorder's Office of DOC. NO. A.D. 19 day of County, Illinois, on the m., and duly recorded in Book of Page RETURN TO AND PREPARED BY:

GF0 002-327

HUD-92116M [5-80]

FIRST GIBRALTAR MORTGAGE CORPONE PIERCE PLACE, SUITE T295
ITASCA, ILLINOIS 60143

★ U.S. GOVERNMENT PRINTING OFFICE: 1982 584-014/1819

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AND the said Mortgagor further covenants and agrees as follows:

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 note, on the first day of any month prior to meturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay-

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 hereby are insured, or an anonthly 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 date and this instrument are insured or are reinsured under the provisions of the Metional Housing Act, an amount sufficient to accumulate in the hadso the holder one (1) month prior to its due date the annual mortgage insurance premium in order to provide such holder with funds to provi and applicable Regulations thereunder; or

as amended, and applicable Regulations thereunder; or

Development, a monthly charge (in lieu of a mortgage insurance premium) the Secretary of Housing Act, to one-half (I/N) per centum of the average outstanding 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, pius the twerage outstanding balance due on the note computed of the mortgage outstanding balance due on the note computed of the mortgage outstanding balance due and payable on on the mortgaged property (all as estimated by the Mortgages) less all sums already paid therefore due and payable on the mortgaged property (all as estimated by the Mortgages) less all sums already paid therefore due and payable on the mortgaged property (all as under note covering the mortgaged property, plus taxes and assessments next due and payable on the mortgaged property (all as under note covering the mortgaged property, plus taxes and assessments next due on the mortgaged property of a such anonal property of the anonal payable on the mortgaged property of the auound rents, it any, next due, plus due taxes and assessments, and assessmen

(c) All paymer is mentioned in the two preceding subsections of this paragraph and all payments to be made under the note sector different shall be saided together and the aggregate amount thereof shall be paid by the Mortgagor each month in a rend or payment to be applied by the Mortgages to the following liems in the order set forth:

(I) preints or or arges under the contract of insurance premium), as the case may be;
monthly chuge (in lieu of mortgage insurance premium), as the case may be;
(II) interest on the tote secured hereby; and
(II) amortization of the principal of the said note.

(IV) amortization of the principal of the said note.

Any deficiency in the anouse of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the date of the next such payment, constitute an event of default under this mortgage. The Mortgages may collect a "fate charge" not to excred four cents (4 ¢) for each dollar (\$1) for each payment more than fifteen (15) days in arreaz, to cover the extra expense involved in handling definquent payments.

lithe total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the savenus are many of the Mortgagor shall be total of the preceding paragraphs shall exceed the account of the Mortgagor shall be credited on the Mortgagor shall be credited on the Mortgagor under subsection (b) of the Mortgagor shall be credited on the Mortgagor shall be come due to the Mortgagor shall be come due to the Mortgagor shall be with the Mortgagor shall shall be with the Mortgagor shall be with the with the with the Mortgagor shall be with the with t ceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness accressed the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may becasiter 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 the Mortgagees and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagees and will pay promptand contingencies in such amounts and for such insurance provision for payment of which has not been made hereinbefore.

All incurance shall be carried in companies approved by the Mortgagee and the policies on the more about the policies on the more approved by the Mortgagee and the policies on the mortgage of and in torm acceptable to the Mortgagee. In event of loss Mortgager, who may make 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 concurred is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee of adverting and the Mortgagee at its option either to jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to she insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either indebtedness hereby, all right, title and interest of the mortgaged property in extinguishment of the inferted hereby, all right, title and interest of the Mortgager in and to any insurance policies then in force shall pass to the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for the premises, or any part thereof, be condemned under any power of eminent domain, or acquired to the premises, or any part thereof, be condemned under any power of eminent domain, or acquired to acquired to the mortgage.

a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgages and shall be paid forthwith to the Mortgages to the Mortgages and shall be paid forthwith to the Mortgages to the mortgages and shall be paid forthwith to the Mortgages to be applied by it on account of the indebtedness secured hereby, whether due or not. THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

payaore gible for insurance under the National Housing Act within 90 DAYS to authorized agent of the Secretary of Mousing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 90 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, declate all sums secured hereby immediately due and such such as the Mortgage or the holder of the note may, at its option, declate all sums secured hereby immediately due and THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eli-

agreement herein stipulated, then the whole of said orincipal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortiates, with u notice, become in adalety due and payable. IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by for a period of thirty (30) days after the due date thereof, or in case of a breach of any other coverant or

(08-5) W911Z6-ONH

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This FHA 234 Condominium Rider is made this day of 24TH SEPTEMBER and is incorporated into and shall be deemed to amend and supplement a Morigage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to FIRST GIBRALTAR MORTGAGE CORP. (herein "Lender") and covering the Property described in the security instrument and located at

1864 STOCKTON, HOFFMAN ESTATES ILLINOIS 60195

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominum project known as

(Name of Condominium Project)

(herein "Condominium Project")

Condominium Covenants. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

- A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condonninium Project. Any lien on the property resulting from Borrower's failure to pay condominium assessments when due shall be subordinate to the lien of the security instrument.
- Hazard Inguince. So long as the Owners Association maintains a "master" or "blanket" policy on the Condomirator, Project which provides insurance coverage against fire, hazards included within the term "extended co e. ge," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:
 - Lender waskes the provision in the security instrument for the monthly payment to Lender of onetwelfth of the premium installments for hazard insurance on the Property;
 - Borrower's obligation under the security instrument to maintain hazard insurance coverage on the Property is deemed ratisfied; and
 - (iii) the provisions in the sec urity instrument regarding application of hazard insurance proceeds shall be superceded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condendatum Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the security instrument. For any period of time during which such hazard insurate coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance picterds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to borrower are hereby assigned and shall be paid to Lender for application to the sums secured by t'e ecurity instrument, with the excess, if any, paid to Borrower.

- C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:
 - the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
 - any material amendment to the declaration, by-laws or code of r gulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or
 - (iii) the effectuation of any decision by the Owners Association to termina e professional management and assume self-management of the Condominium Project.
 - D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, said breach shall constitute a default under the provisions of Section 234 (c) of the National Housing Act and under the security instrument. Upon such default by Borrower and with consent of the Federal Housing Commissioner, Lender may, at Lender's option invoke any remedies provided under the security instrument, including, but not limited to, declaring the whole of the indebtedness secured hereby to be due and payable.
 - Resolution of Inconsistency. If this security instrument and Note be insured under Section 234 (c) of the National Housing Act, such Section and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this security instrument and Note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto.

In Witness Whereof, Borrower has executed this FHA 234 Condominium Rider.	
	Judate M. Tatham
Borrower	Borrowe JUDITH M. TATHAM
Borrower	Borrower

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