

UNOFFICIAL COPY

MORTGAGE

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

2633

THIS INDENTURE, Made this 17TH day of JANUARY, 19 86, between ALFRED W. KEATING AND JUNETTE L. KEATING, HUSBAND/WIFE

, 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 THIRTY-SEVEN THOUSAND, FIFTY AND 00 /100

Dollar (\$ 37,050.00)

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payable with interest at the rate of $\frac{11}{100}$ per centum (11.000 %) 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 THREE HUNDRED FIFTY-TWO AND 84 /100

Dollars (\$ 352.84) on the first day

of MARCH, 19 86, 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 FEBRUARY, 2016

NOW, THEREFORE, the 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:

"SEE ATTACHED LEGAL DESCRIPTION MADE A PART HEREOF."

"SEE FHA CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF."

"SEE PREPAYMENT OPTION MORTGAGE RIDER ATTACHED HERETO AND MADE A PART HEREOF."

TOGETHER, with all and singular the tenements, hereditaments and appurtenances 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 or 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.

86027670

FILED 92116MKS-80
QED 871 680

105
BULLOCK ROAD
BULLOCK, IL 60005
BULLOCK MANUFACTURING CORP
ATTENTION TO:

DEPT-01 RECEIVING
MAIL 4618 01/21/88 12:46:00
AD-19
115 25
02 515
86-027670

is, and day recorded in book

check

County, Illinois, on the

that be placed in the Recorder's Office

Notary Public

4-23-88

James R. Butler
AD-19 88

JANUARY

17TH

17TH

presently known to me to be the same person whose name is
the day is given and substantiated that they
agreed to sell and conveyed the said premises in
to the said and persons named in this, including the return and return of the right of homestead
and voluntary act
subjected to the foregoing instrument, appeared before me
a notary public, to and for the county and State aforesaid,
ALFRED H. KEATING AND JINETTE L. KEATING, HUSBAND/WIFE
NANCY J. PATUSH
COUNTY OF COOK



UNOFFICIAL COPY

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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 maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment. SEE PREPAYMENT OPTION RIDER ATTACHED.~~

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 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 date 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 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, 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 therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments 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 contract 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, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment 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 Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra 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 Mortgagee for 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 refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground 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 Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness 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 Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of 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 funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to 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 by the 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 Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee 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.

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Property of Cook County Clerk's Office

06912098

LEGAL DESCRIPTION

PARCEL 1:

UNIT No. 103 AND UNIT No. P-10 IN THE CARRIAGE WAY COURT CONDOMINIUM BUILDING No. 5400, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

THAT PART OF LOTS 4 AND 5 OF THREE FOUNTAINS AT PLUM GROVE (ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1968 AS DOCUMENT NUMBER 20543261) BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 5 THENCE NORTH 69°58'00" WEST ALONG THE SOUTHERLY LINE OF LOT 5 AFORESAID 183.40 FEET; THENCE NORTH 20°02'00" EAST (AT RIGHT ANGLES HERETO) 35.96 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°51'04" WEST 281.00 FEET; THENCE NORTH 22°08'56" EAST 93.00 FEET; THENCE SOUTH 67°51'04" EAST 281.00 FEET; THENCE SOUTH 22°08'56" WEST 93.00 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM FOR BUILDING No. 5400 RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT No. 25945971 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE CARRIAGE WAY COURT HOMEOWNERS' ASSOCIATION DATED THE 9TH DAY OF JULY, 1981, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT No. 25945355, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO AND THE EASEMENTS THEREBY CREATED FOR THE BENEFIT OF SAID REMAINING PROPERTY.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN GRANT OF EASEMENTS DATED SEPTEMBER 25, 1968 AND RECORDED OCTOBER 18, 1968 AS DOCUMENT No. 20649594 AND AS CREATED BY DEED FROM THREE FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITED PARTNERSHIP, TO ANTHONY R. LICATA DATED NOVEMBER 23, 1979, AND RECORDED JANUARY 3, 1980 AS DOCUMENT No. 25303970 FOR INGRESS AND EGRESS OVER AND ACROSS LOT 2 IN THREE FOUNTAINS AT PLUM GROVE SUBDIVISION IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER THE NORTH 60 FEET OF THAT PART OF LOT 1 FALLING WITHIN THE EAST HALF OF THE WEST HALF OF SECTION 8 AFORESAID FOR THE PURPOSE OF REASONABLE PEDESTRIAN TRAFFIC AS CREATED BY GRANT OF EASEMENT MADE BY HIBBARD, SPENCER BARTLETT TRUST TO THREE FOUNTAINS EAST DEVELOPMENT ASSOCIATES, A LIMITED PARTNERSHIP, RECORDED JUNE 20, 1969 AS DOCUMENT No. 20877478 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 08-08-301-059-1003 (UNIT 103)
08-08-301-059-1061 (PARKING SPACE P-10) JDS.

COMMONLY KNOWN AS: 5400 CARRIAGEWAY, UNIT 103 AND PARKING SPACE P-10, ROLLING MEADOWS, ILLINOIS.

86027670

LEGAL DESCRIPTION

PARCEL 1:

Unit No. 103 and Unit No. P-10 in the Carriage Way Court Condominium Building No. 2400, as delineated on the survey of the following described real estate (hereinafter referred to as "Parcel 1"):

That part of Lots 4 and 5 of Three Fountains at Plum Grove (according to the plat thereof recorded July 8, 1908 as Document Number 208757) being a subdivision in Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the most southerly corner of Lot 2 thence North 82° 28' 00" West along the southerly line of Lot 2 aforesaid 123.40 feet; thence North 20° 02' 00" East (at right angles thereto) 32.95 feet to the point of beginning; thence North 67° 51' 00" West 281.00 feet; thence North 22° 08' 25" East 93.00 feet; thence South 67° 51' 04" East 281.00 feet; thence South 22° 08' 25" West 93.00 feet to the place of beginning in Cook County, Illinois.

Which survey is attached as Exhibit "B" to the Declaration of Condominium for Building No. 2400 recorded in the Office of the Cook County Recorder of Deeds as Document No. 2504251 together with its undivided percentage interest in the common elements.

PARCEL 2:

Rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, Conditions, Restrictions and Easements for the Carriage Way Court Homeowners Association dated the 21st day of July, 1981, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No. 2504251 which is incorporated herein by reference thereto and the easements thereby created for the benefit of said remaining property.

PARCEL 3:

Easements appurtenant to and for the benefit of Parcel 1 as set forth in Grant of Easements dated September 25, 1968 and recorded October 18, 1968 as Document No. 208757 and as created by deed from Three Fountains East Development Associates, A Limited Partnership, to Anthony R. Licata dated November 25, 1979, and recorded January 3, 1980 as Document No. 2530370 for ingress and egress over and across Lot 2 in Three Fountains at Plum Grove subdivision in Cook County, Illinois.

PARCEL 4:

Easements appurtenant to and for the benefit of Parcel 1 over the North 60 feet of that part of Lot 1 falling within the East half of the West half of Section 8 aforesaid for the purpose of reasonable pedestrian traffic as created by Grant of Easement made by Hibbard, Spencer Bartlett Trust to Three Fountains East Development Associates, A Limited Partnership, recorded June 20, 1969 as Document No. 2087578 in Cook County, Illinois.

PERMANENT INDEX NUMBERS: 08-08-301-059-1003 (UNIT 103)

08-08-301-059-1001 (PARKING SPACE P-10)

Commonly known as: 2400 Carriage Way, Unit 103 and Parking Space P-10, Rolling Meadows, Illinois

2504251
2504251

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FHA MORTGAGE RIDER

The Rider dated the 17TH day of JANUARY , 1986 , amends the mortgage of even date by and between:

ALFRED W. KEATING AND JUNETTE L. KEATING, HUSBAND/WIFE

the Mortgagor, and RESIDENTIAL FINANCIAL CORP. , the Mortgagee, as follows:

1. 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 note, on the first day of any month prior to maturity; Provided, however, that a written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment."

2. Paragraph one on page 2, is amended by the addition of the following:

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

IN WITNESS WHEREOF,
ALFRED W. KEATING AND JUNETTE L. KEATING, HUSBAND/WIFE

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

Alfred W. Keating (SEAL)
ALFRED W. KEATING

Junette L. Keating (SEAL)
JUNETTE L. KEATING

----- (SEAL)

----- (SEAL)

Signed, sealed and delivered
in the presence of

Nancy J. Bush

86027670

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THE MORTGAGE RIDER

The Rider dated the 17TH day of JANUARY, 1984, amends the mortgage of even date by and between

ALBERT W. KEATING AND JUNETTE L. KEATING, HUSBAND AND WIFE

the Borrowers, and RESIDENTIAL FINANCIAL CORP., the Mortgagor, as follows:

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

"That mortgage be reserved to pay the debt in whole or in part equal to the amount of any payments on the principal that are due on the date of the first day of any month prior to maturity. Provided, however, that a written notice of intention to exercise such option is given at least thirty (30) days prior to payment."

2. Paragraph one on page 2, is amended by the addition of the following:

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

IN WITNESS WHEREOF,
ALBERT W. KEATING AND JUNETTE L. KEATING, HUSBAND AND WIFE

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

ALBERT W. KEATING (SEAL)

JUNETTE L. KEATING (SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

[Signature]

PP150020

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FHA CONDOMINIUM RIDER TO MORTGAGE

RFC LOAN NUMBER: 941102879
FHA LOAN NUMBER: 131:4247780-749
MORTGAGOR: KEATING, ALFRED W. and JUNETTE L.

PROPERTY: 5400 CARRIAGE WAY UNIT# 103
ROLLING MEADOWS, ILLINOIS 60008
UNIT NUMBER: 103

"The mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."

"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed of Enabling Declaration) recorded on July 23, 1981 in the Land Records of the County (DATE)

of COOK, State of Illinois, is incorporated in and made part of this mortgage (Deed or Trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Commissioner, the Mortgagee, at its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."

"As used herein, the term 'assessments' except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies, districts or other public taxing or assessing bodies."

"If this mortgage 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 mortgage and note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto."

Alfred W. Keating
MORTGAGOR ALFRED W. KEATING

Junette L. Keating
MORTGAGOR JUNETTE L. KEATING

MORTGAGOR

MORTGAGOR

DATE: January 17, 1986

DATE: January 17, 1986

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THE CONDOMINIUM RIDER TO MORTGAGE

REF. LOAN NUMBER: 041102779
 FHA LOAN NUMBER: 131-052780-740
 MORTGAGOR: MORTGAGE BANKERS, INC. AND UNIT 103
 PROPERTY: 2400 VANDERBILT WAY, UNIT 103
 POLICE DISTRICT, ILLINOIS 60608
 UNIT NUMBER: 103

"The mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments relating to the condominium."

"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed of Limited Declaration) recorded on July 23, 1981 in the Land Records of the County of Cook, Illinois, is incorporated herein by reference."

"As used herein, the term 'assessments' except where it refers to assessments and charges by the Association of Owners, shall mean special assessments by state or local governmental agencies, districts or other public taxing or assessing bodies."

"If this mortgage and any other instrument executed in connection with this mortgage and any other instruments executed in connection with this mortgage are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto."

"As used herein, the term 'assessments' except where it refers to assessments and charges by the Association of Owners, shall mean special assessments by state or local governmental agencies, districts or other public taxing or assessing bodies."

"If this mortgage and any other instrument executed in connection with this mortgage and any other instruments executed in connection with this mortgage are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto."

MORTGAGOR: MORTGAGE BANKERS, INC. AND UNIT 103
 DATE: January 17, 1982

PP153P20