

UNOFFICIAL COPY
ILLINOIS HOUSING DEVELOPMENT AUTHORITY
SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II

**1984 SERIES A
MORTGAGE**

This instrument was prepared by:

DOROTHY M. BUDELL
THE LOMAS & NETTLETON COMPANY
(Name)
5540 W. 111TH ST.
OAK LAWN, IL 60453
(Address)

THIS MORTGAGE is made this 24th day of JUNE, 19 86.

between the Mortgagor, DENISE M. NUO, A SPINSTER

(herein "Borrower"), and the Mortgagee,

THE LOMAS & NETTLETON COMPANY an association organized and existing
under the laws of the state of CONNECTICUT, whose address is 2001 BRYAN TOWER,
DALLAS, TEXAS 75201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY SIX THOUSAND AND
00/100 Dollars, which indebtedness is evidenced by Borrower's
note dated JUNE 24, 1986 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 1, 2016

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of
all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance
of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with
interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does
hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of COOK,

State of Illinois:

UNIT 201 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS IN WATERBURY OF CRESTWOOD CONDOMINIUM AS DELINEATED AND DEFINED IN
THE DECLARATION RECORDED AS DOCUMENT NUMBER 25298697 IN THE SOUTHWEST 1/4 OF
SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

TAX I.D. 28-04-301-019-1007 5339 WATERBURY DR., UNIT 201 CRESTWOOD, IL 60445

H.W.

86261462

which has the address of 5339 WATERBURY DR., UNIT 201, CRESTWOOD,
(Street) (City)
ILLINOIS 60445 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS,
NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM SUBSTANTIALLY
MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THIS NOTE OR THIS MORTGAGE.

The Borrower understands that the agreements contained in this Note are necessary conditions for the granting of the loan.

The Addendum of Borrower affirms that the Addendum of Note contains all the Addendum of Note.

Buyer's Affidavit (Illinois Housing Development Authority Form MP-6A) is made by Borrower in the permanent and primary residence of (ii) the statement made by Borrower in the sales, rental or lease to occupy the property described in the Mortgage Note if (i) the original notice, already allowed by law for breach of the Mortgage Note and includes any other remedies available by law for breach of the Mortgage Note if (ii) the original notice, accelerates all payments due under the Mortgage Note and includes any other remedies available by law for breach of the Mortgage Note if (iii) the original notice, is secured by the Mortgage made by Borrower in the event of any conflict between the provisions of this Addendum and the provisions of the Mortgage or the Note, the provisions of this Addendum shall control.

ADDITIONAL. The rights and obligations of the parties to this Mortgage and the Note shall be governed by the laws of the State of Illinois.

Notary Public

19

86

JUNE

day of

10/18/19

My Commission expires:

I, DENISE M. NUO, a SPINSTER, do hereby certify that I am a Notary Public in and for said County and State,

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I am the personality known to me to be the same person(s) whose name(s) is

signed and delivered the said instrument as hereto set forth,

free and voluntary

Given under my hand and officia seal, this

10/18/19

STATE OF ILLINOIS,

COUNTY OF Willowbrook,

BORROWER

DENISE M. NUO, A SPINSTER

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

PLEASE SEE ATTACHED CONDOMINIUM RIDER

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

Borrower. Borrower shall pay all costs of recording, if any.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to

exceed the original amount of the Note plus \$ 0.00

Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced

actually received.

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8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing future advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents.

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5. Hazard Insurance. Borrower shall keep the improved contents now existing or heretofore erected on the Property insured against loss by fire, hazards included within the term, "extincted coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The hazard insurance shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment when due, directly to the insurance carrier, such approval shall not be unreasonable if the insurance policy subject to approval by Lender, provided, that under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment when due, directly to the insurance carrier, all insurance policies and renewals shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewals notices and all receipts of said renewals in the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make good of loss if not made promptly by Borrower, unless Lender and Borrower otherwise agree in writing, insurance premium shall be applied to restoration or repair of the property damaged, provided such restoration is reasonably feasible and the security of this Mortgage is not thereby impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance damage, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sum(s) recoverable by Lender to Borrower for the damage.

and Paragraphs 1 and 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any further advances.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 1B hereof the Property is sold or its acquisition is otherwise acquired by Lender, Lender shall apply any later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit to the sum secured by this Mortgage.

that interests on the Funds shall be paid to Borrower, and unless such a payment is made to Borrower, no interest or earnings on the Funds, Lender shall give to Borrower, without charge, an annual account showing each debt to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, either prior to the date of the first payment or at any time thereafter, together with the future monthly installments of the Funds payable prior to the due date of the first payment, the Funds shall be paid to Lender, together with all interest accrued on the Funds from the date of the first payment to the date of payment to Lender.

Lender may add amounts necessary to pay taxes, assessments, insurance premiums and ground rents as they fall due, either prior to the date of the first payment or at any time thereafter, together with all interest accrued on the Funds from the date of the first payment to the date of payment to Lender, to the debt due to Lender to Borrower, and unless such a payment is made to Borrower, no interest or earnings on the Funds, Lender shall give to Borrower, without charge, an annual account showing each debt to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

With the exception of early premium installments for mortgage insurance, if any, all reasonable estimates initially and from time to time by lender on the basis of assessments and bills and reasonable estimates of principal and interest to be paid on the note, the amount of which may be determined by the lender at any time during the period of the note.

nesses evidenced by the Note, prepared late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

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ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE MORTGAGE PURCHASE PROGRAM II 1984 SERIES A CONDOMINIUM RIDER

MP-9
Revised 7/84

24th

1986 day of JUNE

, 19 86

THIS CONDOMINIUM RIDER is made this 1986 day of JUNE, 19 86, and is incorporated into and shall be deemed to amend and supplement a Mortgage ("Security Instrument") dated of even date herewith, given by the undersigned ("Borrower") to secure Borrower's Note to THE LOMAS & NETTLETON COMPANY ("Lender") and covering the Property described in the Security Instrument and located at 5339 WATERBURY DR., UNIT 201, CRESTWOOD, IL 60445 The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as WATERBURY OF CRESTWOOD CONDOMINIUM ("Condominium Project").

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 ("Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on property covered by the Owners Association master policy. (This waiver does not apply to hazard insurance covering property which is not subject to coverage under the Owners Association master policy.)

(ii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance 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 proceeds 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 the Security Instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, without prior written notice to Lender and Lender's prior written consent, partition or subdivide the Property or consent to:

(i) 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;

(ii) any material amendment to the declaration, by-laws or code of regulations 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 terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches any of Borrower's covenants and agreements under the terms of this Condominium Rider, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Security Instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Denise M. Nudo
Borrower
DENISE M. NUO, A SPINSTER

Borrower

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that DENISE M. NUO, A SPINSTER, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of JUNE, 19 86.

My commission expires: 10/18/89

Notary Public

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Property of Cook County Clerk's Office

DEPT-01 RECORDING
15-18653 - TRIN 6925 9/25/86 15:54:49
COOK COUNTY RECORDER
S1485 # H 4-B-26 14462

15-18653