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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.

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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 premium, 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 charge 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 (4) per cent (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 (c) 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 closing 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.

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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 accidents, 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 proceeds 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 SIXTY (60) 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 SIXTY (60) 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.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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STATE OF ILLINOIS HUD-82118M 15-801

Republics FHA-2118M, which may be used until supply is exhausted

Box 77

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof...

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or claimant 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 keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may repair 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, and said note is fully paid...

AND SAID MORTGAGEE COVENANTS AND AGREES

Mortgagee, its successors and assigns, forever, for the purposes and uses hereinafter set forth, free from all rights and benefits the said Mortgagee does hereby expressly release and waive

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 Mortgagee 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 hereinafter set forth, free from all rights and benefits the said Mortgagee does hereby expressly release and waive

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 Mortgagee in and to said premises

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This document is being returned to correct omission of Mortgage

ST 1 86-0306

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LMCO 02-58-40120 FUND 131:4279167-243 This form is used in connection with mortgages insured under the one-fourth family provisions of the National Housing Act

MORTGAGE 6 0

PREPARED BY: Regina L. Dorman 2nd Marketing LYONS MORTGAGE CORP 2 Crossroads of Commerce, Suite 600 Rolling Meadows, IL 60008

WITNESSETH That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$62,500.00) AND 21/100 of MARCH 1986, 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 Mortgagee, 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 situated, lying, and being in the county of COOK and the State of Illinois, to wit:

SEE ATTACHED

JEFFREY E. MILLER, HUSBAND AND WIFE LOUISE W. MILLER, HUSBAND AND WIFE LYONS MORTGAGE CORP a corporation organized and existing under the laws of THE STATE OF ILLINOIS Mortgagee

1602

at o'clock m., and duly recorded in Book of Page A.D. 19

Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 19

Notary Public

GIVEN under my hand and Notarial Seal this 28th day January A.D. 19 86

of homestead. free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right person and acknowledged that they signed, sealed, and delivered the said instrument as their person whose names are subscribed to the foregoing instrument, appeared before me this day in and Louise W. Miller and Jeffrey F. Miller, his wife, personally known to me to be the same the undersigned, Do Hereby Certify That Jeffrey F. Miller, a notary public, in and for the county and State

COUNTY OF COOK STATE OF ILLINOIS

[SEAL] JEFFREY F. MILLER [SEAL] LOUISE W. MILLER [SEAL]

WITNESS the hand and seal of the Mortgagor, the day and year first written.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine. IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagor shall pay said note at the 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 written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee. AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', 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 mortgage 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 surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceedings, 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 thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or attorneys 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 indebtedness secured hereby and be allowed in any decree foreclosing this mortgage. AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', 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 mortgage 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 surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

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MORTGAGE RIDER

The Rider, dated the ^{28th}~~20th~~ day of January, 1986,
amends the Mortgage of even date by and between _____
Jeffrey F. Miller and Louise W. Miller

the MORTGAGOR(S), and LEONS MORTGAGE CORP, AN ILLINOIS CORP. the Mortgagee
as follows:

- 1. In the first unnumbered paragraph, page two, 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 written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

- 2. The first unnumbered paragraph, page two, 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, Jeffrey F. Miller and Louise W. Miller

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

Jeffrey F. Miller (SEAL)
Jeffrey F. Miller
Louise W. Miller (SEAL)
Louise W. Miller (SEAL)
(SEAL)

Signed, sealed and delivered
in the presence of

Cookie L. [Signature]
(NOTARY)

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Property

PARCEL 1:
Unit 338-1 in Williamsburg Manor Condominium, as delineated on a survey of the following described real estate:

Lots 1, 2, 3 and 4 in Block 3 in Austin's Ridge Subdivision in South Evanston in Section 30, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 27482000, together with an undivided 2.998 per cent of the common elements, as defined and set forth in said Declaration and Survey.

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(1) (2) (3)
PIN 11-30-10 P-034; 035; 036;

ALSO

PARCEL 2:
The exclusive right to use Parking Space Number G-3, a limited common element, as delineated on the Survey attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 27482000. 338-1 Ridge Evanston, Ill

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Clerk's Office

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THOMAS W. MILLER

Jeffrey F. Miller

Dated as of the date of the mortgage referred to herein.

"This option may not be exercised by the Mortgagee when the insurability for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

note. paragraph as a credit against the amount of principal then remaining unpaid under said the balance then remaining in the funds accumulated under subsection (a) of the preceding the commencement of such proceedings or at the time the property is otherwise acquired, acquires the property otherwise after default, the Mortgagee shall apply, at the time of mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee the preceding paragraph. If there shall be a default under any of the provisions of this any balance remaining in the funds accumulated under the provisions of subsection (a) of shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note ground rents, taxes, assessments, or insurance premiums shall be due. It at any time the may be, when the same shall become due and payable, the Mortgagee shall pay to the Mortgagee sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be to be made by the Mortgagee, or returned to the Mortgagee, at the option of the Mortgagee, shall be credited on subsequent payments of the loan is current, at the option of the Mortgagee, as the case may be, such excess, if 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 If the total of payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground days in arrears, to cover the extra amount involved in handling delinquent payments, exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) of default under this mortgage. The Mortgagee may collect a "late charge" not to good by the Mortgagee prior to the due date of the next payment, constitute an event Any deficiency in the amount of any such aggregate monthly payment shall, unless made to be made by the Mortgagee, or returned to the Mortgagee, at the option of the Mortgagee, shall be credited on subsequent payments of the loan is current, at the option of the Mortgagee, as the case may be, such excess, if

(1) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; (11) Interest on the note secured hereby; and (11) amortization of principal of the said note.

b. 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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

a. 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

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

1. Page 2, the second covenant of the Mortgagee is amended to read:

Mortgage as follows: This rider attached to and made part of the mortgage between Jeffrey F. Miller and Louise W. Miller, Mortgagee, and LYONS MORTGAGE CORP. Mortgagee, dated 01/28/88, is hereby revised said

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Rev. 6/1/84

86 334290

DATE: January 28, 1986

DATE: January 28, 1986

MORTGAGOR

MORTGAGOR Louise W. Miller

MORTGAGOR

MORTGAGOR Jeffrey F. Miller

UNIT-01 RECORDING
1103232 LMC 0240 08/05/84 09 23 00
#1327 # 4-86-334290
BOOK COURT RECORDER

"The mortgagee 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 1-29-86 in the Land Records of the County of Cook, State of Illinois is incorporated in and made part of this mortgage (Deed of Trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagee (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."

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FHA CONDOMINIUM RIDER TO MORTGAGE

LMC LOAN NUMBER: 02-58-40120

FHA LOAN NUMBER: 131:4279167

MORTGAGOR: Jeffrey F. Miller

Louise W. Miller

PROPERTY: 338-1 Ridge Avenue

EVANSTON, IL 60202

UNIT NUMBER: 338-1

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Property of Cook County Clerk's Office

