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ILLINOIS
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ILLINOIS

VA FICA 26-6310 (Home Loan)
R 1981 Use Optional
Section 1810 Title 38, U.S.C. Acceptable to
Federal National Mortgage Association

MORTGAGE

THIS INDENTURE, made this 30TH day of JULY, 1987 between
PIO P. JOVEN AND HERIBERTA G. JOVEN, HUSBAND AND WIFE

87425549

NORWEST MORTGAGE, INC.

a corporation organized and existing under the laws of THE STATE OF MINNESOTA
Mortgagee.

MORTGAGOR, AND
~~XXXXXXXXXXXX~~

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of SEVENTY TWO THOUSAND FOUR HUNDRED FIFTY AND 00/100

Dollars (\$**72,450.00) payable with interest at the rate of TEN AND 00000/100000 per centum (10.000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in WATERLOO, IOWA 50704 or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of SIX HUNDRED THIRTY FIVE AND 81/100

SEPTMBER, 1987, and continuing on the first day of each 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 AUGUST, 2017 Dollars (\$ ****635.8) beginning on the first day of

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of 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:

UNIT 1701-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN KINGSBROOKE OF PALATINE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25234962, AS AMENDED, IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDING \$17.25
TRAN 3486 08/03/87 10:35:00
#2454 #A * 87-425549
COOK COUNTY RECORDER

PERMANENT TAX NO.: 02-01-100-015-1026
PROPERTY ALSO KNOWS AS: 931 TOWER COURT, #1701-2
PALATINE, IL 60074

TAX STATEMENTS SHOULD BE SENT TO:
GMAC MORTGAGE CORPORATION, PO BOX 780, WATERLOO, IOWA 50704
THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

SEE ATTACHED CONDO RIDER.
IN THE EVENT THIS LOAN IS NOT GUARANTEED BY THE VETERANS ADMINISTRATION WITHIN 120 DAYS AFTER SETTLEMENT, THE ENTIRE OUTSTANDING PRINCIPAL BALANCE DUE ON THIS SECURITY INSTRUMENT MAY BE DECLARED DUE AND PAYABLE AT THE OPTION OF THE MORTGAGEE.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness

herein mentioned; _____

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IN THE EVENT 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 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 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 attorneys or 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 indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

IN THE EVENT THAT the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to fore-close 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 Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such application for a receiver, or 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, 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 then 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.

IN THE EVENT OF default in making any monthly payment provided for herein and in the note secured hereby, 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.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such pre-miums has theretofore been made, he/she will pay promptly when due any premiums therefor. 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortga-gor 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 mortgage or property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mort-gagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinafter de-scribed. The Mortgagee shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EX-CEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

If the total of the payments made by the Mortgagee under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagee for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagee. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagee 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 as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee any credit balance remaining under the provisions of subparagraph (a) 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 as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagee under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagee will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

- 1. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
- 2. interest on the note secured hereby; and
- 3. amortization of the principal of the said note.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

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STATE OF ILLINOIS

Mortgage

TO

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois

on the day of

A. D. 19 . at o'clock m.

and duly recorded in Book

page

Clerk.

87425549

This instrument was prepared by:
NORWEST MORTGAGE, INC.
1375 EAST WOODFIELD ROAD
SCHAUMBURG, IL 60173

GIVEN under my hand and Notarial Seal this 30
day of July 1967
Karl S. Jovan

name S subscribed to the foregoing instrument appeared before me this day in person and acknowledged THE INSTRUMENT as his own and voluntarily act for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

BY HERIBERTIA G. JOVEN, Attorney In Fact
Certify that PIO P. JOVEN AND HERIBERTIA G. JOVEN, HUSBAND AND WIFE
a notary public in and for the county and State aforesaid, Do Hereby

STATE OF ILLINOIS
COUNTY OF Cook

Witness the hand and seal of the Mortgagor, the day and year first written.
PIO P. JOVEN
HERIBERTIA G. JOVEN

IF 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 Mortgage will, within thirty days after written demand 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 Mortgagor. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagor to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

THE COVENANTS, TERMS CONTAINED herein 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 term "Mortgage" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
- II. interest on the note secured hereby; and
- III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. 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 as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (a) 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 as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

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. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. 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 in 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.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, 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.

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 application for a receiver, 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, 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.

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 of the complainant and for 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 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 attorneys or 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 indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

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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 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 type or types of hazard 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 may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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.

AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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 as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

- (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, and of which the Mortgagor is notified) 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 assessments.

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herein mentioned:

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness

DECLARED DUE AND PAYABLE AT THE OPTION OF THE MORTGAGEE. OUTSTANDING PRINCIPAL BALANCE DUE ON THIS SECURITY INSTRUMENT MAY BE ADMINISTRATION WITHIN 120 DAYS AFTER SETTLEMENT, THE ENTIRE IN THE EVENT THIS LOAN IS NOT GUARANTEED BY THE VETERANS SEE ATTACHED CONDO RIDER.

TAX STATEMENTS SHOULD BE SENT TO: GMAC MORTGAGE CORPORATION, PO BOX 780, WATERLOO, IOWA 50701. THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.



PERMANENT TAX NO.: 02-01-100-015-1026 PROPERTY ALSO KNOWN AS: 931 TOWER COURT, #1701-2 PALATINE, IL 60074

COOK COUNTY RECORDER

#2954 # 1 * 07-425549

TRAN 3486 06/02/87 10:25:00

UNIT 1701-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN KINGSBROOKE OF PALATINE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 25234962, AS AMENDED, IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL RECORDING

NOW, THEREFORE, the said Mortgagee, for the better securing of the payment of 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, State of Illinois, to wit:

SEPTEMBER, 1987, and continuing on the first day of each 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 AUGUST, 2017

Dollars (\$ *****635.00) beginning on the first day of SEPTEMBER, 1987, and continuing on the first day of each 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 AUGUST, 2017. SIX HUNDRED THIRTY FIVE AND 81/100 Dollars (\$**72,450.00) payable with interest at the rate of TEN AND 00000/100000 per centum (10.000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in WATERLOO, IOWA 50704, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagee; the said principal and interest being payable in monthly installments of Dollars (\$**72,450.00) payable with interest at the rate of TEN AND 00000/100000 per centum (10.000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in WATERLOO, IOWA 50704, or at such other place as the holder may designate in writing.

WITNESSETH: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagee, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of SEVENTY TWO THOUSAND FOUR HUNDRED FIFTY AND 00/100 Dollars (\$**72,450.00) payable with interest at the rate of TEN AND 00000/100000 per centum (10.000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in WATERLOO, IOWA 50704, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagee; the said principal and interest being payable in monthly installments of Dollars (\$**72,450.00) payable with interest at the rate of TEN AND 00000/100000 per centum (10.000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in WATERLOO, IOWA 50704, or at such other place as the holder may designate in writing.

87425549

THIS INDENTURE, made this 30TH day of JULY, 1987 between PIO P. JOVEN AND HERIBERTA G. JOVEN, HUSBAND AND WIFE

MORTGAGE

ILLINOIS

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1981 Use Optional Section 1210 Title III, U.S.C. Acceptable to Federal National Mortgage Association

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Condominium Rider

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any Amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

x *Pio P. Joven* (Seal)
PIO P. JOVEN -Borrower

Heriberto G. Joven (Seal)
HERIBERTO G. JOVEN, HUSBAND AND WIFE -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

Property of Cook County Clerk's Office

87425549

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MAFL 00334 HMB

MULTI-STATE CONDOMINIUM RIDER - Single Family - FNM/AFH/LMC Uniform Instrument

Form 3140 12/83

Page 1 of 2

(over)

Owners Association unacceptably to Lender.
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the
(iii) termination of professional management and assumption of self-management of the Owners Association; or
Lender:

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of

condemnation or eminent domain;

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination
required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by

consent, either partition or subdivision of the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written

Covenant 9

Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform
common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower
in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the

Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners

Borrower

shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to
Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and

in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is

yearly premium installments for hazard insurance on the Property; and
(i) Lender waives the provision in Uniform Covenant 2 to the monthly payment to Lender of one-twelfth of the

hazards included within the term "extended coverage," from
insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and

"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides
B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a

shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium
Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which

Borrower and Lender further cover and agree as follows:
Condominium Covenants, in addition to the covenants and agreements made in the Security Instrument,

includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
"Owners Association," holds title to property for the benefit or use of its members or shareholders, the Property also

(the "Condominium Project") if the owners association or other entity which acts for the Condominium Project (the
Name of Condominium Project)

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

KINGSBROOKE OF PALATINE

(Property Address)

931 SUMNER COURT, #1701-2 PALATINE, IL 60074

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

WATERLOO, IOWA 50204

P.O. BOX 780, 3451 HAMMOND AVENUE

NORWEST MORTGAGE, INC.

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed
(the "Security Instrument") of the same date given by the undersigned (the "Borrower"), to secure Borrower's Note to

THIS CONDOMINIUM RIDER is made this 30TH day of JULY 1997

NORWEST MORTGAGE
Condominium Rider

87425549

UNOFFICIAL COPY

57425549

AFFIDAVIT BY ATTORNEY-IN-FACT

TO: GREATER ILLINOIS TITLE COMPANY

RE: FILE NUMBER ~~452627~~ 452627

With regard to the exercise of the power of attorney to execute the mortgage encumbering the land described in the subject title commitment, and the note secured thereby, the undersigned does hereby state and aver that:

1. Power of attorney was in full force and effect at the time of execution thereof.
2. Said power of attorney authorizes me to execute said mortgage and note.
3. The party giving said power of attorney is unavailable to execute said mortgage and note because HE IS IN THE MILITARY AND STATIONED IN WASHINGTON.


HERIBERTO G. JOVEN

Subscribed and sworn before me that
day of July, 1988

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