OFFICIAL TOOP is instrument II. for use in the boing origine instruce programs under mions 203 (b), 203 (II), 203 (n), and B. (Reference Morigage Letter 83-21)

### **MORTGAGE**

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

day of THIS INDENTURE, Made this 14th CAROL RODRIGUEZ, A WIDOW AND NOT SINCE REMARRIED

August 19 87 between

Mortgagor, and

The First Mortgage Corporation a corporation organized and existing under the laws of Mortgagee.

ILLINOIS

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 THREE THOUSAND ONE Dollars HUNDRED FIFTY AND 00/100

33,150.00 )

per annum or he unpaid balance until paid, and made payable to the order of the Mortgagee at its office in FLOSIMMER. THE THOSE or at such other place as the holder may FLOSSMOCR, ILLINOIS

designate in writing, and delivered; the said principal and interest being payable in monthly installments of TWO HUNDRET NINETY AND 91/100 October , 1987, and a like sum on the ) on the first day of 290.91

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 September, 2017

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 WARRA'11 unto the Mortgagee, its successors or assigns, the following described Real and the State of Estate situate, lying, and being in the county of COOK

UNIT 81-2 TOGETHER WITH IT; UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TWIN ARBOR IN PARK FOREST CONDOMINIUM AS DELINEATED AND CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22316814. IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #31-36-200-028-1034

part-41 macestial

PROPERTY ADDRESS: 26 McGARRITY ROAD

PARK FOREST, IL

₹\$1444 - ₹₹.% 10% 20% 20% 20% 15% 15% 164 Bay to Albertage

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 even 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, the and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Warts, 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 that may impair the value thereor, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insurance for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or fortested of the said premises or any part thereof to the tax, assessment, or lien so contested and the sale or forfetture of the satisfy the same.

This instrument is for use in the home mortgage insurance programs under section 203 (b), 203 (i), 203 (n) and 245. (Reference Mortgages Letter 83-21) (9/83)

MAIL

STATE OF ILUNOS HEDSTRISH (S-SU) Revised (10/83)

VMP-4A (IL)

Property of Cook County Clark's Office

4746703A

AND the said Mortgagor further covenants and agrees as follows:

that willed to an intention of 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) 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 afready 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

(b) All payments mentioned in the preceding subsection 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:

(1) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums:

(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 the principal of the said note.

Any defic ever in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the did die 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 c) for each dollar (51) 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 (4) of the preceding paragraph shall exceed the amount of the promints 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 mide by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) 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 as essments, 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 Mortg see shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance regaining in the funds accumulated under the provisions of subsection(4) of the preceding paragraph. If there shall be a defoult 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 with subsection (a) of the preceeding paragraph as a credit against the amount of principal then remaining unpaid under said note.

AND AS ADDITIONAL SECUPITY for the payme it of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits for 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 Mortgaged realist 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 payrier of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mongagee 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 the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Vortgagee 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 eminen dornain, 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 as signed by the Mortgager 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 mortgages and the note secured hereby not be eli-\_from the date hereof (written stategible for insurance under the National Housing Act within\_ Housing and Urban Development dated subsequent to the <u>GO DAYS</u> 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 This option may not be exercised by the mortgagee when the ineligibility 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.

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.

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

(08-5) M31158-0UH

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07.35%	nt to se to be the same t before me this day in thent as	00W AND NOT SIK 1000 Personally know instrument, appeared instrument, appeared instrument, appeared	hat CAROL RODRIGUEZ, A WI	I, THE UNDERSIGNED afcressid, Do Hereby Certify T was person whose name IS person and acknowledged that
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-	<del></del>	Ox		STATE OF ILLINOIS
	[seve	- (C	Zergene [SEAL]	CAROL RODRIGUEZ
		year first written.	eal of the Mortgagot, the day and :	the feminine. WITWESS the hand and s

liability of the Mottgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inute, to the respective heits, executors, administrators, auscessors, 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 singular.

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

If Mortgagor shall ray said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the coverants and agreements herein, then this conveyance shall be null and void and 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 it satisfaction by Mortgages.

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 sait or suits, advertising, sale, and crav yyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and creek a thouse, said abstract and examination of title; (2) all the moneys advanced by the Mortgage, if any, for the purpost a such advances are made; (3) all the such advances at the rate set forth in the note secured hereby, fron he time such advances are made; (3) all the such advances are the rate on the includences hereby, scured; (4) all the said principal money remaining unpaid. The sverplus of the proceeds debtedness hereby, scured; (4) all the said principal money remaining unpaid. The sverplus of the proceeds of sale, if any, shall the paid to the Mortgagor.

AND IN CASE OF FORECLOGUES of this mortgage by said Mortgages in survivors or the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges shall become 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.

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

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#### ADDENDUM TO MORTGAGE

Date August 14, 1987	
FHA Case # 131:5115544:749	
Property Address: 28 McGARRITY ROAD	<u>)                                    </u>
PARK FOREST, ILLI	NOIS 60466
THE MORIGAGES SPALT, WITH THE PRIOR AP	PROVAL OF THE FEDERAL HOUSING COMMISSIONER,
OR HIS DESIGNEE, OF CLARE ALL SUMS SECURAND PAYABLE IF ALL OR A PART OF THE PRO	RED BY THIS MORTGAGE TO BE IMMEDIATELY DUE OPERTY IS SOLD OR OTHERWISE TRANSFERRED
TO A CONTRACT OF SALE EXECUTED NOT LATE EXECUTION OF THIS MORTGAGE OF NOT LATER TRANSFER OF THE PROPERTY SUBJECT TO THE	R THAN 24 MONTHS AFTER THE DATE OF A PRIOR IS MORTGAGE, TO A PURCHASER WHOSE CREDIT
HAS NOT BEEN APPROVED IN ACCORDINGE WIT	THE REQUIREMENTS OF THE COMMISSIONER.
2 Call Ledring	40%
Borrower CAROL RODRIGUEZ	Borrower
Borrower	Borrower

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AND PARK OF MALALINE.

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## UNOFIFICIALROPY

THIS CONDOMINIUM RIDER is made this 14th day of August 19 87 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

The First Mortgage Corporation

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

28 McGARRITY ROAD, PARK FOREST, ILLINOIS 60466

[Property Address]

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

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINION COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lence, further covenant and agree as follows:

- A. Condominum 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 creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, air (ue s and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance 5% long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on an Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provising a in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard ins ira ic 2 proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall tak such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accepts ok in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for samages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any page of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby as signed and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrumer (as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after course to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, (accept 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 condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the receivion is for the express benefit of Lender;
  - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance, overage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, if Borrower does not pay condominium dues and assessments when due, then Leader 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.

CAROL ROORIGUEZ

Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Company (Seal)

Company (Seal)

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