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

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

MORTGAGE

THIS INDENTURE, Made this 14th day of August 19 87 between CAROL RODRIGUEZ, A WIDOW AND NOT SINCE REMARRIED, Mortgagor, and

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

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of THIRTY THREE THOUSAND ONE HUNDRED FIFTY AND 00/100 Dollars (\$ 33,150.00)

payable with interest at the rate of TEN per centum (10.0 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in FLOSSMOOR, ILLINOIS or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of TWO HUNDRED NINETY AND 91/100 Dollars (\$ 290.91) on the first day of October, 19 87, 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 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 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 81-2 TOGETHER WITH ITS 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

PROPERTY ADDRESS: 26 MCGARRITY ROAD PARK FOREST, ILLINOIS 60466



TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors 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 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 forfeiture of the said premises or any part thereof to satisfy the same.

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

15.00 MAIL

STATE OF ILLINOIS ROBERTSON (8-80) Revised (10/83)

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HUC-92116M (5-80)

at _____ o'clock _____ m., and duly recorded in Book _____ of _____ Page _____
County, Illinois, on the _____ day of _____ A.D. 19____

DOC. NO. _____

Filed for Record in the Recorder's Office of _____

commission expires 11/2/89
Notary Public

Caroly Murray
A. D. 1987 August 14th day

GIVEN under my hand and Notarial Seal this 14th day August, A. D. 1987

of homestead.
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right
person whose name IS _____ SHE signed, sealed, and delivered the said instrument as HER
person and acknowledged that subscribed to the foregoing instrument, appeared before me this day in
and I, _____, a notary public, personally known to me to be the same
CAROL RODRIGUEZ, A WIDOW AND NOT SINCE REMARRIED
fore said, Do Hereby Certify That

87467031

STATE OF ILLINOIS
COUNTY OF Cook

[SEAL] CAROL RODRIGUEZ

[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 feminine.
IT IS EXPRESSLY AGREED that no extension of the time for 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.
AND 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 Mort-
gagor will, within thirty (30) 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 ex-
ecution or delivery of such release or satisfaction by Mortgagor.
If Mortgagor shall pay any such advances or interest on such advances at the rate set forth in the note se-
cured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the in-
debtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds
of sale, if any, shall then be paid to the Mortgagor.
AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the pro-
ceeds 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 evi-
dence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagor, if any,
for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note se-
cured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the in-
debtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds
of sale, if any, shall then be paid to the Mortgagor.
AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagor 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
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 Mortgagor 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 Mortgagor, 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 Mort-
gagor, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assess-
ments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have
been required by the Mortgagor; lease the said premises to the Mortgagor or others upon such terms and condi-
tions, either within or beyond any period of redemption, as are approved by the court; collect and receive the
rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and ex-
pend 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

PARK FOREST, ILLINOIS 60466

THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE FEDERAL HOUSING COMMISSIONER, OR HIS DESIGNEE, DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE IF ALL OR A PART OF THE PROPERTY IS SOLD OR OTHERWISE TRANSFERRED (OTHER THAN BY DEVISE, DESCENT OR OPERATION OF LAW) BY THE MORTGAGOR, PURSUANT TO A CONTRACT OF SALE EXECUTED NOT LATER THAN 24 MONTHS AFTER THE DATE OF EXECUTION OF THIS MORTGAGE OR NOT LATER THAN 24 MONTHS AFTER THE DATE OF A PRIOR TRANSFER OF THE PROPERTY SUBJECT TO THIS MORTGAGE, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.

Carol Rodriguez
Borrower CAROL RODRIGUEZ

Borrower

Borrower

Borrower

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UNOFFICIAL COPY CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 14th day of August, 1987 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.

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

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

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the 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 provision 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 insurance 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 take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage 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 common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice 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, 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 condemnation or eminent domain;

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

(iii) termination of professional management and assumption of self-management of the Owners Association;

or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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.


CAROL RODRIGUEZ (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Sign Original Only)

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