FHA Com No.:

131 : 5226997~734

State of Illinois

Mortgage

Tals Indenture, Made this 24TH

BAS XXXXX R. BLANKENSHEP AND HARBARA A. BLANKENSHEP, HES WITH

CENTRUST MORTGAGE CORPORATION
a corporation organized and existing under the laws of CALIFORNIA Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evider date herewith, in the viocipal sum of FORTY FIVE THOUSAND THREE HAMORED

NO/100

payable with interest at the case of FIGURE Annual balance until paid, and made NOVEMBER

, Mortgagor, and

🚓 between

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 significant of FORTY FIVE THOUSAND THREE HUNDRED FIFTY AND

Dollars (\$ 45,350,00

per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its per centum (1.1 "0000 at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FOR FUNDRED THIRTY ONE AND 98/100

on 1/3NUARY 1977, and a like was 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 20

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 Warragi unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of Illinois, to wit:

SEE LEGAL CESCRIPTION ATMCHED COMMINEY KNOWN AS: 145 AN COURT, UNIT B, EARTHETT, IL 60103 PIN ND. 08-05-35-051-1022 FECTED NO RETURN TO: COMMINES MERICAGE CARDINGTION, 370 S.M. 127H ARME, COTFICE BEATH, FL. 33/42

The mortgages shall, with the prior approval of the federal housing commissioner or his declares, 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 to converse tooler than by device, descent or operation of law by the mortgagor, pursuant to a contract of sale executed not later than a months after the date of execution of this mortgage or not later than 24 contract the date of a prior transfer of the property column to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents in ues, 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Morigage Incurance Premium payments.

SS -Z NJ 7- 330 280

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STATEWIDE TITLE COMPANY
ASS N. QUELTINE, IL GOOGN

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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 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 an 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 indicatedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned 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 are.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 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 90 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.

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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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.

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 Mortgager or others upon such terms and conditions, 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 expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

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 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 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.

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 become, 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 overplus of the proceeds of sale, if any, shall then be paid to the Mortgage.

If Mortgagor shall pay said note at one ome and in the mannaforesaid 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 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 Mortgagee.

It is expressly agreed that 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, in any manner, the original liability of the Mortgagor.

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 musculine gender shall include the feminine.

the order set forth: payment to be aplied by the Mortgagee to the following items in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

Secretary of Housing and Urban Development, or, monthly (I) premium charges under the contract of insurance with the

charge (in lieu of mortgage insurance premium), as the case may

other hazard insurance premiums; ground rents, if any, taxes, special assessments, fire, and (11)

(III) juictest on the note secured hereby;

amortization of the principal of the said note; and $(\Lambda 1)$

(V) late charges.

payment shall, unless made good by the Mortgagor prior to the 🦟 Any deficiency in the amount of any such aggregate monthly 🐣

expense involved in handling delinquent payments. ment more than fifteen (15) days in arrears, to cover the extra not to exceed four cents (4') for each dollar (51) for each payunder this mortgage. The Mortgagee may collect a "late charges" due date of the next such payment, constitute an event of default

Preceding paragraph shall exceed the ground rents, taxes, and assessments, or insurance premiums, as ground rents, taxes, and assessments, or insurance premiums, as the ease may be, such excessificine 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, or refunded to the Mortgagor.

subsection (b) of the preceding paragraph shall not be sufficient

insurance premiums shall be due, it at any time the Mortgagor d tie when payment of such ground rents, taxes, assessments, or amount necessary to make up the deliciency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance

shell tender to the Mortgagee, in accordance with the provisions

Development, and any balence remaining in the funds acbecome obligated it pry to the Secretary of Housing and Urban tion (a) of the preceding paragraph which the Morrgagee has not the Mortga, or all payments made under the provisions of subsecputing the amount of such indebtedness, credit to the account of debiedne s r presented thereby, the Mortgagee shall, in comof the accured hereby, full payment of the entire in-

note and shall properly adjust any payments which shall have against the amount of principal then remaining unpaid under said under subsection (b) of the preceding paragraph as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgagee shall apply, at the time of the commencehereby, or if the Mortgagee acqui es he property otherwise after of this mortgage resulting in a o. Ulic sale of the premises covered sparagraph. If there shall be a default under any of the provisions cumulated under the provisions to subsection (b) of the preceding

And as additional security for the payment of the indebtedness been made under subsection (a) of the preceding paragraph.

become due for the use of the premises hereinabove described. the tents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all

sion for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and elected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter

of this paragraph and all payments to be made under the note (c) "All payments mentioned in the two preceding subsections

paid by the Mortgagor. proceeds of the sale of the mortgaged premises, it not otherwise tional indebtedness, secured by this mortgage, to be paid out of -ibbs dount os emoced that behind or evening os evening andiit may deem necessary for the proper preservation thereof, and notistization and property herein mortgaged as in its discretion than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgages may pay such taxes, and insurance premiums, when due, and may make such payments, or to satisfy any prior lien or incumbrance other In case of the refusel or neglect of the Mortgagor to make

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

(O)(OM2: And the said Mortgagor further coverants and agrees as

on any installment due date. That privilege is reserved to pay the debt. A whole, or in part,

:sums Buimolloi first day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgaget, c.i. the of principal and interest payable under the terms of the arte. That, together with, and in addition to, the monthly payments

by the Secretary of Housing and Urban Development, as follows; charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-An amount sufficient to provide the holder hereof with

-unital sind so long as said note of even date and this instru-Act; as amended, and applicable Regulations thereunder; or ing and Urban Development pursuant to the National Housing holder with funds to pay such premium to the Secretary of Housnual morigage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Ma-(i) If and so long as said note of even date and this instru-

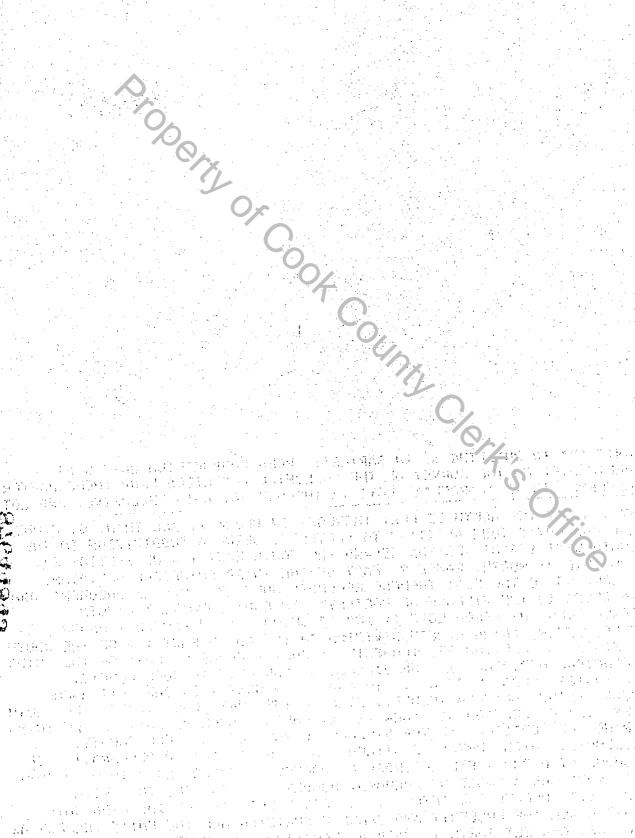
balance due on the note computed without taking into account (1/12) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth ment, a monthly charge (in lieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop-

delinquencies or prepayments;

special assessments; and Mortgagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to clapse before one erty (all as estimated by the Mortgagee) less all sums already paid erty, plus taxes and assessments next, due on the mortgaged propof fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground rents, if any, next due, plus

UNIT "B" IN BUILDING 6, IN BARTLETT GREEN CONTOMINIUM UNIT 5 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED LAND (HEREINAFTER REFERRED TO AS "PARCEL"): LOTS 14 THROUGH 36, BOTH INCLUSIVE, AND LOT

37 (EXCEPT THE NORTH 25 FEET THEREOF) IN BLOCK 2, ALCON H. O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 35 AND THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT NUMBER 10435526 IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS CEXCEPTING THEREFROM LOTS 11 AND 12 OF UNIT 1 IN BARTLETT MANOR SUBDIVISION, BEING A RESUBDIVISION IN THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIF 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT IN COOK COUNTY. ILLINOIS); ALSO, LOTS 6, 7, 10 AND 12 IN UNIT 1 IN BARTLETT MANOR SUBDIVISION, BEING A RESUBDIVISION IN THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD FRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NUMBER 22449519 ON AUGUST 22, 1973 AND AMENDED BY DOCUMENT NUMBER 22497434 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).



UNOFFICIAL COPY 131:522 6887-734 820 449-9 FHA/VA CONDOMINIUM RIDER

into ar	nd sha	Condominium Rider is made If be deemed to amend and a dated of even date herewit	supplement a Moi	rtgage, Deed of 1	Trust or Deed to Secure D	ebt (herein "security
CENT	RUST	MORTGAGE CORPORATION, the security instrument an	A CALIFORNIA	CORPORATION	(herein "Lender") and c	overing the Property
	•	5 ANN COURT UNIT B.		, ILLINOIS	60103	
	1,	ANN COURT UNIT B;		ty Address)	80103	
The Pr	operty	comprises a unit in, togethe BARTLETT GREEN CONDO	r with an undivide		common elements of, a c	ondominium project
KIICMII	. 63	DAKIBETT GREEN CONDO		Condominium	Project)	· · · · · · · · · · · · · · · · · · ·
			·		. (herein "Cor	ndominium Project''
		m Covenants. In addition to		nd agreements n	•	•
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. A.	othe the c on th	essments. Borrower shall progression to consider the Consideration of the Consideration of the security instruction of the security instruction.	ndominium Projec regulations or oth rrower's failure to	t (herein "Owne er constituent do	rs Association") pursuant cument of the Condomin	t to the provisions of ium Project. Any lien
8.	Cone	ard Insurance. So long as dominium Project which provinge," and such other hazard require, then:	ides insurance co	verage against fil	re, hazards included withi	n the term "extended
	(i)	Lender waives the provision the premium installments				ider of one-twelfth of
	(ii)	Borrower's obligation under is deemed satisfied; and	r the security instr	rument to mainta	in hazard insurance cove	rage on the Property
	(111)	the provisions in the secu superceded by any provisio of the Condominium Project provisions and the provision insurance coverage is not force or effect. Borrower sh	ns of the deck ration of applicable ns of the security maintained, the li	icn, by-laws, code law to the exter instrument. For minediately pred	e of regulations or other on the necessary to avoid a co any period of time during eding sentence shall be	constituent document onflict between such g which such hazard deemed to have no
Property shall be	y, whe	e event of a distribution of hather to the unit or to commo be Lender for application to the	n elements, any	such proceeds r	ayable to borrower are h	ereby assigned and
c.	Lend	er's Prior Consent, Borrowe	r shall not, except ty or consent to:	after notice to L	દત ્ર ના and with Lender's p	orior written consent,
	(i)	the abandonment or termina by law in the case of substan or eminent domain;	tion of the Condor	ninium Project, e fire or other casu	xcept for abandonment or ralty or in the case of a tak	termination provided ing by condemnation
	(ii)	any material amendment to equivalent constituent docu which would change the po	ment of the Cond	ominium Project	, including, but not in lec	i to, any amendment
	(111)	the effectuation of any decision self-management of the Co	on by the Owners Indominium Proje	Association to ter ect.	minate professional mana	gement and assume
D.	when the N of the secur due a	dies. If Borrower breaches in due condominium assessmational Housing Act and und Federal Housing Commission ity instrument, including, buind payable.	ents, said breach der the security in loner, Lender may t not limited to, de	n shall constitute nstrument. Upor n, at Lender's op eclaring the who	a default under the app a such default by Borrow tion invoke any remedies tile of the indebtedness s	licable provisions of er and with consent provided under the ecured hereby to be
E.	the a rights with t	fution of Inconsistency. If the policable section (s) and Regulation and Regulations and liabilities of the parties security instrument and guilations are hereby amend	gulations issued t arties hereto, and a Note which are in	hereunder and i any provision of the aconsistent with	in effect on the date her his or other instruments ex	eof shall govern the ecuted in connection
n Witne	ss Wh	ereal, Barrower has execute	ad this FHA/VA C	ondominium Ri	der.	
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Borrower FHA 234 Condominium Rider 515-1414-00-0906

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