

State of Illinois  
FMIL  
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Mortgage Copy

87671775

FHA File No.

13P 5284064 7340

This Indenture, Made this **11TH** day of **DECEMBER**, 19 **87**, between **RICHARD S. LOBES**,  
**A BACHELOR**,

, Mortgagor, and

**COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P.**

**XXXXXX** **DELAWARE** organized and existing under the laws of

Mortgagor.

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 **EIGHTY SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100**

**( \$ \*\*\*\*\*87 250.00 ) Dollars**

payable with interest at the rate of **TEN AND ONE-HALF** per centum (**10 500**) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in **HOUSTON, TEXAS 77027** 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 **SEVEN HUNDRED NINETY EIGHT AND 12/100** Dollars **( \$ \*\*\*\*\*798 12 )** on the first day of **FEBRUARY 19 88**, and a like sum of 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 **JANUARY 20 18**.

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:

**PARCEL 1:**

UNIT NUMBER 10-8 IN COUNTRY HOMES AT LAKE ARLINGTON TOWNE AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN LAKE ARLINGTON TOWNE UNIT 1, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 16 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 87345183 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 87137828 IN COOK COUNTY ILLINOIS.

1500

PROPERTY ADDRESS: 2014 STILLWATER ROAD, ARLINGTON HEIGHTS, ILLINOIS  
TAX I.D # 03 16 400 005 *Dan*

SELLER'S  
SIGNATURE  
SELLER'S  
NAME  
SELLER'S  
ADDRESS  
SELLER'S  
PHONE  
SELLER'S  
EMAIL

Together with all and singular the tenements, hereditaments and appurtenances thereto 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.

This form is used in connection with mortgages insured under the one-to-four-family programs of the National Housing Act which provide for a one-time Mortgage Insurance Premium payment.

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ROLLING MEADOWS, ILLINOIS 60008

5005 NEWPORT DRIVE #400

COMMONWEALTH MORTGAGE CO OF AMERICA, L.P.

RETURN TO:

**BOX 333 - GC**

11

My Commision Expires 10/6/90  
Notary Public, State of Illinois  
Julie Doss  
Official Seal

Date No. \_\_\_\_\_

Record for Receipt in the Recorder's Office of  
County of Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 19\_\_\_\_\_, and duly recorded in Book \_\_\_\_\_  
of \_\_\_\_\_, and duly indexed in Book \_\_\_\_\_  
of \_\_\_\_\_ page \_\_\_\_\_ at \_\_\_\_\_ o'clock p.m.

(Signed under my hand and Notarized Seal this  
day of December, 1987.

At fourth, including the release and waiver of the right of himsevelf.  
free and voluntary act for the uses and purposes hereinafter  
described, sealed, and delivered the said instrument, as H I S  
person whose name I S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that he H E signed, sealed, and delivered the said instrument as H I S

**RICHARD S. LOBES , A BACHELOR**  
**THE UNDERSIGNED**

State of Illinois  
County of Cook  
AM 11:11  
1907 DECEMBER 23

Digitized by srujanika@gmail.com

RICHARD S. LOBES  
*Richard S. Lobes*  
[Signature]  
[REDACTED] (SGLA)

success the much more solid of the two categories, the day and year trial written.

THE MORTGAGEE SHALL WITH THE PRIOR APPROVAL OF THE PREDRAL HOUSING COMMISSIONER, OR HIS DESIGNEE, DECLARAE 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 PURCHASE WHOSE CREDIT HAS NOT BEEN APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMMISSIONER.

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3 / 6 / 17 / 15

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 and 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 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 thereto to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

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

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

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

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

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

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (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, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (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 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 under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other 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 payment of which has not been made hereinbefore.

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

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The covariants hereinafter contained in said bond, and the bonds and  
successors, and assigns of the parties hereto, Wheresoever used, the singular  
number shall include the plural, the plural the singular, and the masculine  
gender shall include the feminine.

It is appropriate to reiterate that no extension of the time for payment of the debt liability would give rise to the obligation to pay interest on the principal amount of the debt liability.

If motorcyclist 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 compromise shall be null and void and  
the parties hereto, in this compromise shall be released from all liability  
arising out of delivery of such release or satisfaction of the entire  
debt.

And there shall be included in any decree reciting this mortgage  
and the bond out of the proceeds of any sale made in pursuance of any such  
deed; (1) All the costs of such suit or suits, attorneys' fees, and  
commissions; (2) All the expenses incurred in the preparation of any such  
suit or suits, for documenting evidence and costs of and incidental and  
extraordinary expenses incurred by the mortgagor in the prosecution of  
any action or suit; (3) all the monies demanded by the attorney, if any,  
for the purpose authorized in the mortgage with interest on such demands  
at the rate set forth in the note secured hereby, from the time when demands  
are made; (4) all the reasonable attorney's fees and incidental expenses  
incurred in the note so far as may be necessary to collect the same; (5) The  
attorney's fees and incidental expenses incurred in the collection of the  
proceeds of the mortgage, if any, by the attorney, if any, for the purpose  
authorized in the mortgage with interest on such amounts at the rate set  
forth in the note so far as may be necessary to collect the same.

And in the case of forceclosure of this mortgage by suit of ejectment  
any court of law or equity, a nonresident alien shall be allowed for the  
sophomore's fees, and a nonresident alien fees of the sophomore in such  
proceedings, and also for all ordinary fees for documenting evidence and the cost  
of proceedings, and attorney's fees, and expenses of the sophomore in such  
and the cost of the proceedings of forceclosure of this mortgage by suit of ejectment.

to forfeit this mortgage or a subsequent mortgage, the said mortgagee, in his 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; repair any damage to the said premises; and pay all expenses of carrying out the provisions of this paragraph;

described premises under an order of a court in which an action is pending against the said mortgagee shall be placed in possession of the above

In the event of default in making any payment provided for herein and in the most serious incidents for a period of two (2) days after the date due date declared, or in case of a failure to pay when due, without notice, without prejudice, becomes imminent by due and acceleration upon full payment thereafter with accrued interest thereon, such, as the creditor may require, shall be paid to the creditor sum adequate to cover anticipated expenses of collection, and participation in the distribution of the assets of the debtor.

The stronger our influence on other nations will be under the National Housing Council heading, not be eligible for insurance under the National Housing Fund.

This is the premises, or any part thereof, he condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and surplus he paid towards or the Xerxes bridge to be applied by it on account of the midshipman's accident thereby, whether due or not.

Another aspect of the relationship between the production of the independent press and the opinion élites is the role played by the media in the reproduction of the independent press. In general, the media have been instrumental in the expansion of the independent press, especially in the early years of its existence. The media have also been instrumental in the expansion of the independent press, especially in the early years of its existence.

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SECTION 234(C) CONDOMINIUM RIDER TO THE SECURITY INSTRUMENT

This RIDER is an AMENDMENT made this 11TH day of DECEMBER , 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 even date herewith, by and between the undersigned (the "Borrower") to secure Borrower's Note to COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P. A DELAWARE LIMITED PARTNERSHIP 2200 WEST LOOP SOUTH, HOUSTON TEXAS 77027

(the "Lender") as follows:

"The Borrower further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium.

The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed or Enabling Declaration) recorded on In the Land Records of the County of COOK , State of ILLINOIS Is Incorporated in and made a part of this Security Instrument. Upon default under the Regulatory Agreement by the Association of Owners or by the Borrower and upon request by the Federal Housing Commissioner, the Lender, at its option, may declare this Security Instrument in default and may declare the whole of the indebtedness accrued hereby to be due and payable.

As used herein the term 'assessments', except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by the state or local governmental agencies, districts, or other public taxing or assessing bodies."

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

RICHARD S. LOBES

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00053086