State of Illinois

FNA Case No.: 131-4772330

This Indenture, Made this 6 TH JANUARY day of ERWIN J. SAXON, JR. AND MARIANNE K. SAXON , HIS WIFE

, 19 87, between

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of

, Mortgagor, and

87023239

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 FIVE THOUSAND SIX HUNDRED AND 00/100

Dollars (\$ 35,600.00

payable with interest at the rate of NINE AND 00000/100000 9.000 per contum (%)per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its CHICAGO, ILLINOIS office in at such other place as 'he holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of TWO HUNDREY FIGHTY SIX AND 58/100

Dollars (\$ 286.58 on MARCH 9 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 paymer. of principal and interest, if not sooner paid, shall be due and payable on the first day of FEBRUARY 20 17

Now, therefore, the said Mor exper, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreement, herein contained, does by these presents Morigage and Warrant unto the Morigagee, 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:

> SEE ATTACHEDSTCCCCC LEG RIDER

UNIT 1C, 701 LIMERICK LANE

OF THE LAKEWOOD CONDOMINIUM, AS DELINEAT D ON PLAT OF SURVEY OF A PART OF LOT 16131 IN SECTION 2, WEATHERSFIELD UNIT 16, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTED UNDER TRUST AGREEMENT DATED MAY 30, 1979 AND KNOWN AS TRUST NO. 46656, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25252295 AS AMENDED FROM TIME TO TIME; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS A MEN ED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGE SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

the lien of this mortgage on the common elements shall be automatically released s to the percentage of common elements set forth in amended declarations filed of record in accordance with the Declaration of Condominium recorded as Document lumber 25252295 and the lien of this mortgage shall automatically attach to idditional common elements as such amended declarations are filed of record, n the percentages set forth in such amended declarations, which percentages re hereby conveyed effective on the recording of such amended declarations as though conveyed hereby.

Hortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the aforementioned Declaration.

this Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration, the same as though the provisions of said Declaration were recited and stipulated at length herein.

CHICAGO, ILLINOIS 60603

CHICAGO, ILLINOIS 60603

CHICAGO, ILLINOIS 60603

Markini Siht

•	belle	to	m., and duly recorded in Book	o,cpcgr
€1 .Q.A	20.	o Stilice of day o	Filed for Record in the Recorder's County, Illinois, on the	ю. Йо.
<u></u>	Sonoto Sono	lean a	ALC.	Gives under my hand and Notarial Sec
unity and State IS WIFE REMOVED REMO	in and for the continuous to the CANON Hamber of the safety in person and tary act for the use	, his wife, person his wife, person led before me th	MIN J. SAXON, JR. AND MA been to the foregoing instrument, tope and the said instrument as THEIR waiver of the right of bonesiesd.	I, THE UNDERSIGNED THE UNDERSIGNED THE UNDERSIGNED
8:033	O8-91-1 99W	HAM HOUSENAMOS	AW VION	to checker to see
(SEVI)	I CIONIIII WY	ICIAL SEAL-O		
(SEAL)	of ofx.	K. SAKON	SEAL) MARIANNE	AL , NOTAS . L NIMAS
/			•	SEE DUE-ON-TENSFER-RIDER A

the second of the experiment of the continuous manager and the experiment of the experiment of the extension of the experiment of the extension of the experiment of the extension of the extension of the experiment of the extension of the experiment of the experiment of the extension of the experiment of the extension of the experiment of the extension of the experiment of the experiment

torregions illus silve graves en Politikação, éta servina pad ontinuo, o topo place. And vales de les consentantes de the Colona described took entre Colona de Colona and Paranessa e Colona belantit of the property and forth in the aformounts ont Declaration.

this tipergule and indicate to all electro, conserved by contrictions, dendiffice a covered to the covered of the sold technical to a covered on the course of the contriction of the covered of the cove

value thereof, or of the security intended to be effected by virtue to be done, upon said premises, anything that may impair the To keep said premises in good repair, and not to do, or permit

And said Mortgagor covenants and agrees:

release and waive.

rights and benefits the said Mortgagor does hereby expressly Homestead Exemption Laws of the State of Illinois, which said and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the purtenances and fixtures, unto the said Mortgagee, its successors

To have and to hold the above-described premises, with the apand interest of the said Mottgagor in and to said premises.

such forms of insurance, and in such amounts, as may be resaid indebtedness, insured for the benefit of the Mortgagee in may at any time be on said premises, during the continuance of ownership thereof; (2) a sum sufficient to keep all buildings that 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 any tax or assessment that may be levied by authority of the sufficient to pay all taxes and assessments on said premises, or as hereinafter provided, until said note is fully paid, (1) a sum material men to attach to said premises; to pay to the Mortgagee, of this instrument; not to suffer any lien of mechanics men or

ing 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, thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing hear, light, water, or power, and all plumb-Together with all and singular the tenements, liereditaments and appurtenances thereunto belonging, and the rents, issues, and profits TAX IDENTIFICATION NUMBER-

07-27-102-018-1345

quired by the Mortgagee.

Derit of County Clerk's O

Edition on the land by the contract graments apportunity to the close described on the color, to the colors and

to got the broad for the good and to allowed but not

ware a compression for the performance of representations Same on the experience enables comes box a transmiss is see moitracted bine to anoistyou ad

e are esti , superiori er este ep esta ent este angertad

) Filica

Standard one state of the evilored bayavima appoil

SEE DUE-ON-TRANSFER-RIDER ATTACHED

CASTON SKONGOL CO.	ISPALI O /C	arique K. X	La LON ISBALI
ERWIN J. SAXON, JR.		RIANNE K. SAXON	
0		200	/ / / / / / / / / / / / / / / / / / / /
	[SEAL]		[SEAL]
	(SEAL)		[SEAL]
		OFFICIAL SEAL-Cook Con	unty
	[SEAL]	KATHLEEN A. MADAY	
		MY SOMMISSION EXPIRES 1-1	4.90
			
e of filinois			30
) ##:			· 3
nety of Coak			္မ
I, THE UNDERSIGNED		, a notary public, in and	for the county and State
esaid, Do Hereby Certify That ERWIN .	J. SAXON, JR.	AND MARIANNE K. SAXO	N , HIS WIFE
on whose name S ARE substitution	ed to the foregoing instrum	ng paye, personally kno cent, appeared before me this day in	wn to me to oe the same person and acknowledged
THEY signed, sealed, and deliver A th	e said instrument as 📉	HEIR free and voluntary act	
sin set forth, including the release and waiver	of the right of homestelli		
	714	A	, A.D. 19 82
Given under my hand and Notarial Seal this		day your contraction of	
	0/		, , , , , , , , , , , , , , , , , ,
erred david by their sin trouble bont the	4	1 400 Om	
	404	artleen a m	eld
	40	arkleen a. M.	edas
	04 Co	artlee a m.	ada
	Filed for Record in the sk	er.oc.jen's Office of	edas
	Filed for Record in the & County, Illinois,	er.oc.jen's Office of	A.D. 19
. No.		er.oc.jen's Office of	Ado
No.	County, Illinois,	er on len's Office of on the day of	Ado
No.	County, Illinois,	er on len's Office of on the day of	Ado
No.	County, Illinois,	er on len's Office of on the day of	Ado
No.	County, Illinois,	er on len's Office of on the day of	Ado
No. 1	County, Illinois,	er on len's Office of on the day of	Ado
No.	County, Illinois,	er on len's Office of on the day of	Ado
No. o'clock m., and This instrument prepare	County, Illinois, ad duly recorded in Book	er on len's Office of on the day of	Ado
o'clock m., and Mail THIS INSTRUMENT PREPARE JOHN P. DAVEY	County, Illinois, and duly recorded in Book	er on len's Office of on the day of	Ado
o'clock m., and Mail THIS INSTRUMENT PREPARE JOHN P. DAVEY DRAPER AND KRAMER, INCO	County, Illinois, and duly recorded in Book	er on len's Office of on the day of	Ado
o'clock m., and Mail THIS INSTRUMENT PREPARE JOHN P. DAVEY	County, Illinois, and duly recorded in Book ED BY: ORPORATED	er on len's Office of on the day of	Ado
o'clock m., and Mail THIS INSTRUMENT PREPARE JOHN P. DAVEY DRAPER AND KRAMER, INCO 33 WEST MONROE STREET	County, Illinois, and duly recorded in Book ED BY: ORPORATED	er on len's Office of on the day of	Ado
o'clock m., and Mail THIS INSTRUMENT PREPARE JOHN P. DAVEY DRAPER AND KRAMER, INCO 33 WEST MONROE STREET	County, Illinois, and duly recorded in Book ED BY: ORPORATED	er on len's Office of on the day of	Ado
o'clock m., and Mail THIS INSTRUMENT PREPARE JOHN P. DAVEY DRAPER AND KRAMER, INCO 33 WEST MONROE STREET	County, Illinois, and duly recorded in Book ED BY: ORPORATED	er on len's Office of on the day of	Ado

hough conveyed hereby.

dortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration, the same as though the provisions of said Declaration were recited and stipulated at length herein.

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

Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and and assessments will become delinquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes erty (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one enty, plus taxes and assessments next due on the mortgaged prop-

of fire and other hazard insurance covering the mortgaged prop-(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies

delinquencies or prepayments; premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding (1/12) of one-half (1/2) per centum of the average outstanding states are on the note computed without taking into account ment, a monthly charge (in lieu of a mortgage insurance

ment are held by the Secretary of Housing and Urban Develop-Act, as amended, and applicable Regulations thereunder; or (II) If and so long as said note of even date and this instruing and Urban Development pursuant to the National Housing holder with funds to pay such premium to the Secretary of Hous-

tional Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such 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-

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

:sums Buiwolloj of principal and interest payable under the terms of the note secured ficreby, the Mortgagor will pay to the Mortgagoe, on the first day of each month until the said note is fully paid, the

That, together with, and in addition to, the monthly payments

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

(awollo)

And the said Mortgagor further covenants and agrees as

premises or any part thereof to satisfy the same. which shall operate to prevent the collection of the tax, assessyment, or lien so contested and the sale or forfeiture of the said legal proceedings brought in a court of competent jurisdiction, faith, contest the same or the validity thereof by appropriate or remove any tax, assessment, or tax tien upon or age, ist the premises described herein or any part thereof or the impir vements situated thereon, so long as the Mortgagor shall, n sood shall not be required nor shall it have the right to say, discharge mortgage to the conteary notwithstanding), that the Mortgagee

It is expressly provided, however (all other r.c" sions of this

paid by the Mortgagor, it may deem necessary for the prop. r preservation thereof, and any moneys so paid or expended 5.78 Il become so much additional indebtedness, secured by this mor gage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise proceeds of the sale of the mortgaged premises, if not otherwise proceeds of the sale of the mortgaged premises, if not otherwise proceeds of the sale of the mortgaged premises. than that for taxes or care are on said premises, or to keep said premises in good reported. Mortgagee may pay such taxes, such repairs to the property her in mortgaged as in its discretion and may deem property her in mortgaged as in its discretion. In ease of the refu al or neglect of the Mortgagor to make the payments, or to saivif any prior lien or incumbrance other

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

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

note and shall properly adjust any payments which shall have against the amount of principal them remaining unpaid under said under subsection (b) of the preceding paragraph as a credit acquired, the balance then remaining in the funds accumulated being gight in fine is and to a detail and of the premises covered bereby, 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 papears the same of the communication of the property is otherwise acquired the papears the same papears. paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding Development, and any balance remaining in he funds ac-

and payable, then the 'Nortgagor shall pay to the Mortgagee any amount necessary to make 'p, the deficiency, on or beforte the date when payment of such gound rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor in secondance with the provisions of the note secured hereby, the pyment of the entire incomputing the amount of such indebted er., credit to the account of the Mortgagor all payments made unter the provisions of subsection (a) of the preceding paragraph which the Mortgagor as underestion of the preceding paragraph which the Mortgagor has not become obligated to pay to the Secretary of Housing and Urban become obligated to pay to the Secretary of Housing and Urban become obligated to pay to the Secretary of Housing and Urban Development, and any balance temaining in he founds acto pay ground rents taxes, and assessments, or insurance premiums, as the secone due premiums, as the secone due and payable, then the Mortgagor shall pay to the Mortgagor any siciffue od fon lishe dqsragsrag gnibooorg odt to vid noticeedue

however, the monthly payments made by the Mortgagor under the ass may be, such excess, if the loan is current, at the option of the bio. grgor, shall be credited on subsequent payments to made by the Mortgagor, or refunded to the Mortgagor. If, ground rents, taxes, and assessments, or insurance premiums, strosection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for I the total of the payments made by the Mortgagor under 🗶

expense involved in handling delinquent payments. under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4') for each dollar (51) for each payment more than fifteen (15) days in arrears, to cover the extra

due date of the next such payment, constitute an event of default Any deficiency in the amount of any such aggregate monthly payment a half, and unless made good by the Mortgagor prior to the the date of the payt such payment constitute an event of default

late charges.

(III) interest on the note secured hereby; (IV) amortization of the principal of the said note; and

other hazard insurance premiums;

ground rents, if any, taxes, special assessments, fire, and (11)

Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may (I) premium charges under the contract of insurance with the

ine order set torin: payment to be aplied by the Morigagee 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

> Survey to the state of the and the distribution of the state of the sta s to the percentage of course alones a see hear to countrible and conceiled as the constituent of the percentage and the line of the section of a transfer 25257293 and the line of the line of a transfer and the line of the course of a transfer of the line of Account to bettle and earlies of the best was touch and are street to be the best of the best touch the best of th in the percentages tot torth in on a vacable out of bust which unatentucks the percentages to torth in a section of the base o hough conveyed hereby.

> during operated because grants to more too and electric or rights and each are apparently apparently the above delectric to the classes and passengers are the boughts of the properties of the passengers are the boughts of the passengers are the control of the passengers. nectaration.

his distributions, seems less conservations of the other forms of the experience of the end and another contains a seem of the seed to be seen of the end to be seen to be seen of the end to be seen to be seen of the end to be seen to be seen of the end to be seen to be seen of the end to be seen store and seldeds the or redden at corporate and and discount is existingly as a second constant the do shotelying of

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 any 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 indebtedness upon this Mortage, and the Note second hereby remaining unpaid, are hereby assigned by the Mortage to the Mortage and shall be paid forthwith to the Mortage to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agr es hat should this mortgage and the note secured hereby not be explicit for insurance under the National Housing Act within days from the date hereof) written statement of any officer of the Department of Housing and Urban Development or suthorized agent of the Secretary of Housing and Urban Development dated subsequent to the days' time from the late of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgager or the holder of the note may, at its option, declare all sims ecured hereby immediately due and payable.

In the event of default in making any monthly paymen, 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 beach 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 sald 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 Mortgagor 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 staid 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 mort-gage 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 the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the includences hereby secured; (4) all the said principal money renaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

1. Mortgagor shall pay said note at the time and in the manner afo espid and shall abide by, comply with, and duly perform all the coving nts and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written de nand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all striums or laws which require the earlier execution or delivery of st ch release or satisfaction by Mortgagee.

It is expressly agree, 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 happing of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the repective heirs, executors, administrators, successors, and assign of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine general shall include the feminine.

Page 3 of 4

RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY.

The lien of this mortgage on the common elements shall be automatically released to the percentage of common elements set forth in amended declarations filed of record in accordance with the Declaration of Condominium recorded as Document number 25252295, and the lien of this mortgage shall automatically attach to additional common elements as such amended declarations are filed of record, in the percentages set forth in such amended declarations, which percentages are hereby conveyed effective on the recording of such amended declarations as though conveyed hereby.

dortgagor also hereby grants to Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of the property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, tovenants and reservations contained in said Declaration, the same as though the provisions of said Declaration were recited and stipulated at length herein.

DUE-ON-TRANSFER-RIDER

Notice: This rider adds a provision to the Instrument allowing the Lender to require payment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this

бТН

day of JANUARY

, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed 19 87 to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

DRAPER AND KRAMER, INCORPORATED

(the "Lender") of the same date (the "Note") and covering the property described in the Instrument and located at: 701 LIMERICK LANE #1C SCHAUMBURG , IL 60193 (Property Address)

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

The Lender shall, with the prior approval of the Federal Housing Commissioner, or his/her designee, declare all sums secured by this instrumen' 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 borrower, pursuant to a contract of sale executed not later than 24 months after the date of execution of this instrument or not later than 24 months after the date of the prior transfer of the property subject to this instrument, to a purchaser whose credit has not been approved in accordance with requirements of the Commissioner.

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider:

•	ERWIN J. ST. ADN JR.	(Seal)
	MARIANNE K. SAXON	(Seal) S
		(Scal) -Borrower
	DEPT OF TANANT O	(Seal) -Borrower (Sign Original Only) \$15.2
	\$1486 \$CC	## \$7-023239 TY_PE_\$ROER**
	(Space below this line for acknowledgement)	

1525

Property of Cook County Clark's Office