

UNOFFICIAL COPY

HUD-211572

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-
by 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 in-
terest thereon shall, at the election of the Mortgagee, without notice, become immediately due and payable.

The Mortgagee, declining to issue 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.

THE MORTGAGOR, FURTHER AGREES that should this mortgage and the note secured hereby, within 30 days
from the date hereof (written state-
ment 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 30 days

time from the date hereof) shall be paid forthwith to the Mortgagee and shall be applied by it on account of the indebted-
ness secured hereby, whether due or not.

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 mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mort-
gagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-

ness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then
in force shall pass to the purchaser or grantee.

Indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then
in force shall pass to the purchaser or grantee.

event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the
reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In
jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to
directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee as the Mortgagee

proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and
to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make
shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable
All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereon

and contingencies in such amounts and for such periods as may be required by the Mortgagee against loss by fire and other hazards, casualties
and when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby
assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use

and note and shall properly adjust any payments which shall have been made under subsection (a) of the pre-
ceding paragraph.

section (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under
the time the property is otherwise acquired, the balance then remaining in the funds accumulated under sub-
mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property

amount of such indebtedness, credit to the account of the Mortgagee, all payments made under the provisions of
subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary
of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions

hereby, full payment of the entire indebtedness, as aforesaid, shall, in computing the
If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured
and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on

rents, taxes, and assessments, or insurance premiums, or insurance assessments, as the case may be, when the same shall become due
made by the Mortgagee under subsection (b) of the preceding paragraph shall not be sufficient to pay ground
subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee, if, however, the monthly payments

premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on
the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance

If the total of the payments made by the Mortgagee under subsection (b) of the preceding paragraph shall exceed
the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may col-
lect a late charge, not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in

(A) Any deficiency in the amount of the principal of the said note.
(B) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may col-
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(C) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may col-
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(D) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
to the date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may col-
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(E) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
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(F) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
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(G) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
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(H) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
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(I) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
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(J) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
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(K) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
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(L) Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior
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o'clock

at

A.D. 19

day of

County Illinois, on the

FILED FOR RECORD

Filed for Record in the Recorder's Office of

DOC. NO.

Notary Public
My Commission Expires
Notary Public
Illene D. Johnson
APR 19 87

OFFICIAL SEAL
Illene D. Johnson
Notary Public, State of Illinois
My Commission Expires Mar. 8, 1991

GIVEN under my hand and notarial seal this 15th day of May, 1987, at [redacted] County, Illinois, to the undersigned, JACK L. DAVIS, [redacted] and NANCY L. O'CONNOR, [redacted] his wife, the foregoing instrument, subscribed to by the person whose names are stated above, and delivered to me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. ***

THE UNDERSIGNED, JACK L. DAVIS, [redacted] and NANCY L. O'CONNOR, [redacted] his wife, do hereby certify that the foregoing instrument, subscribed to by the person whose names are stated above, and delivered to me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. ***

STATE OF ILLINOIS

JACK L. DAVIS [SEAL]
NANCY L. O'CONNOR [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 singular number shall include the plural, the plural the singular, and the masculine gender shall include 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 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' fees, outlays for documentary evidence and examination of title; (2) all the moneys advanced by the Mortgagor, if any, and cost of said abstract and examination of title; (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 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, fees of the complainant in such proceedings, 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, hereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney 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 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 Mortgagee 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 THE EVENT That the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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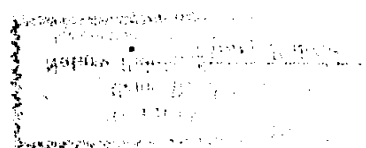
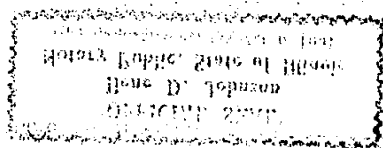
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COOK COUNTY CLERK'S OFFICE
JAN 10 1988
1988



COOK COUNTY CLERK'S OFFICE
STATE OF ILLINOIS

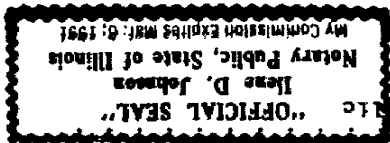
STATE OF ILLINOIS
COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County of Cook, Illinois, this 10th day of January, 1988.

Property of Cook County Clerk's Office

STATISTICAL
BUREAU

67263915



Notary Public
Illene D. Johnson
"OFFICIAL SEAL"

My Commission expires:

Given under my hand and official seal, this 20TH DAY OF APRIL, 1987,
therein set forth.

instrument as THEIR free and voluntary act, for the uses and purposes
me this day in person, and acknowledged that the Y signed and delivered the said
whose name(s) ARE subscribed to the foregoing instrument, appeared before
AND NANCY L. O'CONNOR, HIS WIFE, personally known to me to be the same person(s)

county and state, do hereby certify that JACK L. DAVIS, MORTGAGEE AND NANCY L. O'CONNOR, HIS WIFE,
I, THE UNDERSIGNED a Notary Public in and for said
State of Illinois, county ss:

87211572

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JACK L. DAVIS
NANCY L. O'CONNOR
(SEAL) (SEAL)

IN WITNESS WHEREOF, JACK L. DAVIS, MORTGAGEE AND NANCY L. O'CONNOR, HIS WIFE,
have set their hands and seal the day and year first aforesaid.

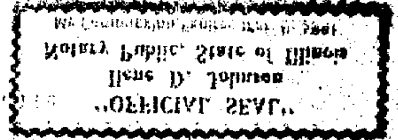
1. In the first unnumbered paragraph, page 2, the sentence which reads as follows is deleted:
2. In the first unnumbered paragraph, page 2, is amended by the addition of the following:

The Rider dated the 20TH day of APRIL, 1987, amends the Mortgage of even date by and between JACK L. DAVIS, MORTGAGEE AND NANCY L. O'CONNOR, HIS WIFE, the Mortgagor, and Coldwell Banker Residential Mortgage Services, Inc. the Mortgagee, as follows:

FHA MORTGAGE RIDER

ILLINOIS

UNOFFICIAL COPY



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 1st day of January, 2007.

Notary Public for the State of Illinois, D. Johnson, Officer 2577.

My commission expires on 12/31/2008.

My office is located at 100 North Dearborn Street, Chicago, Illinois 60610.

My telephone number is 312-555-1234.

My e-mail address is d.johnson@notary.com.

My commission was issued on 12/31/2006.

My commission was issued by the State of Illinois.

My commission was issued for the term of 2 years.

My commission was issued for the term of 2 years.

Property of Cook County Clerk's Office

2577257

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 1st day of January, 2007.

Notary Public for the State of Illinois, D. Johnson, Officer 2577.

My commission expires on 12/31/2008.

My office is located at 100 North Dearborn Street, Chicago, Illinois 60610.

My telephone number is 312-555-1234.

My e-mail address is d.johnson@notary.com.

My commission was issued on 12/31/2006.

My commission was issued by the State of Illinois.

My commission was issued for the term of 2 years.

BY CHARLOTTE A. JONES

NOTARY

UNOFFICIAL COPY

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NANCY L. O'CONNOR
 (Seal) _____
 JACK T. DAVIS
 (Seal) _____

THIS CONDOMINIUM RIDER is made this 20TH day of APRIL, 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 GULDBELT BANKER RESIDENTIAL MORTGAGE SERVICES, INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1480, SANDBURG TERRACE, #2301, CHICAGO, ILLINOIS 60610.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: GARD SANDBURG VILLAGE CONDOMINIUM (Name of Condominium Project)

("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 amount, 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 installment 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; 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.

CONDOMINIUM RIDER

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NOTED DATE

PROPERTY OF COOK COUNTY

1992

PROPERTY OF COOK COUNTY

1992

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 1992.

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY

CLERK OF COOK COUNTY

COOK COUNTY, ILLINOIS

NOTED DATE

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BORROWER

BORROWER

NANCY L. O'CONNOR

BORROWER

JACK L. DAVIS

BORROWER

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this RIDER.

The Lender, with the prior approval of the Federal Housing Commissioner, or his (designee), shall declare all sums secured by this Security Instrument to be 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) twenty four months after the date of execution of this Security Instrument or not later than (24) twenty four months after the date of a prior transfer of the property subject to this Security Instrument, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

(Property Address)

1460 SANDBURG TERRACE #2304 CHICAGO, ILLINOIS 60610

This RIDER is made this 20TH day of APRIL, 19 87 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the Security Instrument) of the same date given by the undersigned (the Borrower) to secure Borrower's Note to COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. (the Lender) of the same date and covering the property described in the Security Instrument and located at:

RIDER TO THE SECURITY INSTRUMENT (FHA Due-On-Sale)

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SALES TAX

STATISTICAL

PERSONS

PERSONS

PERSONS

PERSONS

PERSONS

PERSONS

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE