71.16-386

BOX SCS-HV

TWS INCIRCUMENT WAS PRINCED FF 6. ALOS OPY 131 5099680-703

MORTGAGE

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

COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC.

1211 W. 22nd STREET, SUITE 727 OAK BROOK, ILLINOIS 60521

54J.H THIS INDENTURE, Made this

day of JUNE , 1987, between

MONICA J. WOODEN, A SPINSTER AND LILLIE MAE WINKLER, MARRIED TO RICHARD M. WINKLER , Mortgagor, and

COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. a corporation organized and existing under the laws of THE STATE OF CALIFORNIA Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY ONE THOUSAND AND NO/100THS----------Dollars (\$ 51.000.00)

payable with interest at the rate of TEN %) per annum on the unpaid balper centum (10,000

ance until paid, and made payable to the order of the Mortgagee at its office in IRVINE CALIFORN'A or at such other place as the holder may designate in writing, and deliver-

ed; the said principal and interest being payable in manthly installments of FOUR HUNDRLD FORTY SEVEN AND 57/100THS--Pollars (\$ 147.57) on the first day of AUGUST , 19 87, and a like sum on the first day of each and every month thereafter until

the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JULY, 2017.

NOW, THEREFORE, the mid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the resformance 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 Illinois, to wit:

PARCEL 1:

AREA #4 (EXCEPT THE NORTH TOLY 147.34 FEET THEREOF) IN LOT 11 OF PALOS RIVIERA UNIT #5 BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PLAT OF PALOS RIVIERA UNIT #5 RECORDED MARCH 6, 1973 AS DOCUMENT 22240901 FOR INGRESS AND ECRESS ALL IN COOK COUNTY, ILLINOIS.

06-0 W 0000 VOL: 152 PERMANENT INDEX NO.: 23-23-111-058-0000

PROPERTY ADDRESS: 26 COUR DEAUVILLE, PALOS HILLS ILLINOIS 60465

TOGETHER with all and singular the tenemonts, hereditaments and appurtunances thereunto belonging, and the rents, issues, and profits thereof; and all appuratus and fixtures of very 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 appurtenuaces 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 Ulicois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenunts and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon sair 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 put to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assusaments 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 Martgagor 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 he required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lies 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 lies so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as tollows:

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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (i) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
(b) A sum event to the ground rents, if any, next due, plus the premiums that will next become due and payable on

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured note. All 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 Mortgage to the following items in the order set forth:

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of one 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 can's (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 (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 premiums, as the case may be, such excess, if the ion is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, of the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) 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, taker, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagoe shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagoe has not become obligated to pay to the Secretary 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 (h) funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a stault under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or it is Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commendement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under the procession of the preceding paragraph. said note and shall properly adjust any payments which shall have been made value subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECUPITY 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 hererfler become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the nort laged property, insured as may be required from time to time by the Mortgagee against loss by fire and other a zards, 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 enemals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in four 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 Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor 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 not.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 30 Days from the date hereof (written state-_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 30 Days ______time from the date of this Housing and Urban Development dated subsequent to the 30 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 in-terest 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 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 pentity of the Mortgagee with country the said premises, or appoint a receiver for the pentity of the Mortgagee in possession of the premises, or appoint a receiver for the pentity of the Mortgagee in possession of the premises. 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 tents, 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 Mortgage, 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 C (S): 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 size for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of suct fereclosure; 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 solic tors 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 parsuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including appropriate, solicitors, and stenographers fees, outlays for documentary evidence and cost of said abstract and community 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 hereby, from the time such advance; 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 'no tyagor.

If Mortgagor shall pay said note at the imp and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgages will, within thirty (30) days after written comand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the bone its of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Morigagee.

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 Mortgage's shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, any 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 eligular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, the day and year first written. SEAL MONICA J. WOODEN LILLIE MAE WINDER MINCHA [SEAL] [SEAL] STATE OF ILLINOIS (look COUNTY OF THE UNDERSIGNED , a notary public, in and for the county and State aforesaid, Do Hereby Certify That MONICA J. WOODEN, A SPINSTER AND LILLIE MAE WINKLER, , his wife, personally known to me to be the same endx MARRIED TO RICHARD M. WINKLER ARE

subscribed to the foregoing instrument, appeared before me this day in person whose name THEY signed, sealed, and delivered the said instrument as TRETR person and acknowledged that free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this SPLH day JUNE

A. D. 1987

DOC. NO.

Filed for Record in the Recorder's Office of

PATRICIA Notary Public, State of Illinois

County, Illinois, on the

My Commission Expises \$2 612 691

at o'clock

m., and duly recorded in Book

day of

of

Property of County Clerk's Office

TANGE STATES

| State of Illinois, | |
|--|---|
| I, THE UNDERSIGNED, a Notary | Public in and for said county and state |
| do hereby certify that RICHARD, M., WINKLER, MARRIED, TO . | |
| personally known to me to be the same p | |
| scribed to the foregoing instrument, appeared before me this day in pe | erson, and acknowledged that he |
| signed and delivered the said instrument as HIS free and | voluntary act, for the uses and purposes |
| therein set forth. | |
| Given under my hand and official seal, this 24TH . DAY OF . JUNE . | , 19 . 87 |
| My Commission expires. 118 / 1 | Motory Public Kelley |
| Ox Collny C | "OFFICIAL SEAL" PATRICIA A. KELLY Notary Public, State of Illinois My Commission Expires 3/12/91 |
| Colla | |
| The contract of the contract o | 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 2 0 |
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ILLINOIS

THA MORTGAGE RIDER

JUNE The Rider dated the 24TH day of A SPINSTER AND amends the Mortgage of even date by and between MONICA J. WOODEN. LILLIE MAE WINKLER, MARRIED TO RICHARD M. WINKLER the Mortgagor, and Coldwell Banker Residential Mortgage Services, Mortgagee, as follows:

In the first unnumbered paragraph, page 2, the sentence which reads as follows is deleted:

"That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the fi so day of any month prior to maturity; provided, however, that written notice of an intention to exercice such privilege is given at least thirty (30) days prior to prepayment."

In the firm unnumbered paragraph, page 2, is amended by the addition of the following:

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

IN WITNESS WHEREOF, MONIC T. WOODEN, A SPINSTER AND LILLIE MAE WINKLER, MARRIED TO RICHARD M. WINKIED Have set KKKAKKKKheir hand(s) and seal the day and year first aforesaid.

> Jonwa J ICA J. WOODEN 10 mg 11 ILLIE MAE WINKLER

| CILLIE MAE WINKLER |
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| $^{4}O_{x}$ |
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| |
| State of Illinois, |
| State of Illinois, |
| [, THE UNDERSIGNED a Notary Public in and for said |
| county and state, do hereby certify that . MQNICA J. WQODEN A SPINSTED AND LILLIE MAE WINKLER |
| .MARRIED.TO BICHARD MWINKLER, personally known to me to be the same person(s) |
| whose name(s) ARE subscribed to the foregoing instrument, appeared before |
| me this day in person, and acknowledged that TheY signed and delivered the said |
| instrument as THEIR free and voluntary act, for the uses and purposes |

Given under my hand and official seal, this . 24TH. .DAY.OF JUNE. . .,19 87. . .

My Commission expires: 3/12/9/

therein set forth.

Satures a Kelley.

"OFFICIAL SEAL" PATRICIA A. KELLY Notary Public, State of Illinois My Commission Expires 3/12/91

Property of Cook County Clerk's Office

RIDER TO THE SECURITY INSTRUMENT (FHA Due-on-sale)

This RIDER is made this 24TH day of JUNE , 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:

26 COUR DEAUVILLE, PALOS HILLS, ILLINOIS 60465
(Property Address)

The Lender, with the prior approval of the Yederal 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.

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

BORROWER MONICA J. WOODEN

BORROWER LILLIE MAE WINKLER

BORROWER

BORROWER

UNOFFICIAL COPY, 131:5099680-703 Loan Number: 06A-006420-20

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between MONICA J. WOODEN, A SPINSTER AND LILLIE MAE WINKLER, MARRIED TO RICHARD M MOWINGORN, and COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC., A CALIFORNIA CORPORATION Mortgage, dated JUNE 24, 1987 revises said Mortgage as follows:

1. Page 2, the second convenant of the Mortgagor is amended to read:

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 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 takes and assessments next due on the mortgage property (all as catimated 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 two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be aided together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set forth:
 - (I) ground rents, if ary taxes, special assessments, fire, and other haterd insurance premiums;
 - (II) interest on the note scured hereby; and
 - (III) amortization of principal of the said note.

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 "race charge" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the every 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, and assessments ℓ r 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.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit a) of the Collaboration of Collaboration Clark's Office the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

mae Winkler

| Loan No. t | 06A-006420-20 | |
|------------|---------------|--|

PLANNED UNIT DEVELOPMENT RIDER

| THE A ALLEGE LETT SEL | ELOPMENT RIDER is made this 24TH day of JUNE 19 87 |
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| | · · · · · · · · · · · · · · · · · · · |
| | nto and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed |
| • | memt") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note t |
| COLONELL BANKER RESID | ENTIAL MORTBASE SERVICES, INC. (the "Lender") of the same date and covering the Property |
| described in the Secu | rity Instrument and located at: |
| არ ი | OUR DEAUVILLE, PALOS HILLS, ILLINOIS 60465 |
| | |
| | (Property Address) |
| | |
| | but is not limited to, a parcel of land improved with a dwelling, together with other such |
| parcels and certain d | converse and facilities, as described in THE RIVIERA IN PALOS IMPROVEMENT |
| | |
| ASSOCIATION DE | CLARATION OF COVENANTS AND RESTRICTIONS BY PRESTIGE CONSTRUCTIONS |
| | |
| COMPANY, INC. | RECORDED SUPTEMBER 9, 1968 AS DOCUMENT 20609160 |
| | The Property is part of a planned unit development known as THE RIVIERA IN PALOS |
| *************************************** | The state of the s |
| ROVEMENT ASSOCI | AMTON |
| MATHEMI, MOSOCI | |
| | (Name of Plantard Unit Development) |

(the 'PUD'). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD Covernments. In addition to the coverants and symmetris made in the Security Instrument, Borrower and Lender further coverant and agree as follows:

- (A) PUB Obligations. Borrower shall perform all of Borrower's o'ligitions under the PUD's Constituent Documents. The 'Constituent Documents' are the: (i) Declaration; (ii) orticles of incorporation, trust instrument or any equivalent document which creates the Owners Association; (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, (i) dues and assessments imposed oursuant to the Constituent Documents.
- (B) Hazard Insurance. So long as the Owners Association saintains, with a deminally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactor and and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender Cone-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Coverant 5 to maintain hazard insurance coverage on the Property is desired satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lander prompt notice of any lapse in required hazard insurance coverage provided by the

Borrower shall give Lander prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of halard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas or facilities of the PUD, 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,

MULTISTATE PUD RIDER-Single Family-FNMA/FHUMC Uniform Instrument Page 1 of 2

Form 3150 12/83

Sie Mar Winklen

87350092

Property of County Clerk's Office