FMIL 00728778

This document is being re-recorded to add the Condominium Rider

This Indenture, Made this 8TH day of MAY , 19 87 , between LUCILLE MARIE HOLST, A WIDOW AND LARRY HOLST AND DEBRA P. FINE, HIS WIFE

, Mortgagor, and

COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P. 87367860 a companion organized and existing under the laws of DELAWARE Mortgagee.

87298571

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 FORTY SIX THOUSAND AND 00/100

(\$ ********46,000.00) Dollars

payable with interest at the rate of NINE AND 00000/100000

per centum (9,010 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in or at such other place as the holder may designate

in writing, and delivered; the said participal and interest being payable in monthly installments of THREE HUNDRED SEVENTY

AND 13/100

JULY

, 19

87

, 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

JUNE

, 20

17

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 the epitsents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the country of COOK and the State of Illinois, to with

UNIT ADDRESS NO. 1719 'D' SUSSEX WALK IN HILLDALE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARECEL OF REAL ESTATE; PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, FILLINOIS; WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR HILLDALE CONDOMINIUM ASSOCIATION MADE 87 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 30, 1978, KNOWN AS TRUST NO. 45354, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 25211897; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

87367860

PROPERTY ADDRESS: 1719 D. SUSSEX WALK, HOFFMAN ESTATES, ILLINOIS
TAX I.D.# 07-08-2-019-1080

Together with all and singular the tenements, hereditaments and appartentifices thereunto 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.

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 Mortgager on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

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

Previous Editions Obsolete 78138

UNOFFICIAL COPY

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Q Ř	MY COMMISSION EXPIRES 9/16/90	
8	CATHLEEN R. MARTWICK CATHLEEN R. MARTWICK VOTATY PUBLIC, STATE OF ILLINOIS	
	{ " OFFICIAL SEAL " }	
87.36786		
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(SEAL)	DEBRA P. FIMT (SEAL)	_ ,
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WARTE HOLST (SEAL)	TOTAL (10.15.1) TOTAL TOTAL (SEAL)	` (└┷ 、
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· /	Witness the hand and seal of the Mortgagor, the day and year first written.	•

NYDE V 54KT HEKEOF FOR ALL PURPOSES.
REFERENCE IS HERE MADE TO THE CONDOMINIUM RIDER ATTACHED HERETO AND

ACCORDANCE WITH THE PRIOR APPROVAL OF THE PEDERAL HOUSING
THE MORTGAGEE SHALL, WITH THE PRIOR APPROVAL OF THE PROPERTY SUBJECT
TO BE IMMEDIATELY DUE AND PAYABLE IF ALL SUMS SECURED BY THE PROPERTY SUBJECT
THAN 24 MONTHS AFTER THE DATE OF A PRIOR TRANSFER OF THE PROPERTY SUBJECT
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THE PROPERTY IS SOLD
THE MORTGAGE, TO A PURCHASER WHOSE CREDIT HAS NOT BEEN APPROVED IN
THE PROPERTY SUBJECT
TH

In ease 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 situtated 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 jursidiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forteiture of the said oremises or any part thereof to satisfy the same.

And the said Mortgagor further coversing and agrees as follows:

That privilege is reserved to pay the debilia 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 recured hereby, the Mortgagor will pay to the Mortgagee, on the first day of (ac) 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:
- (1) 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 (1) 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 oustanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) 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 clapse 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
- (c) All payments mentioned in the two preceding subsections 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:

- (1) premium charges under 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;
 - (IV) amortization of the principal of the said note; and
 - (V) 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 (4g) 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, 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 (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, 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 he eby, full payment of the entire indebtedness represented thereby, the repretangee 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 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 o subsection (b) of the preceding paragraph. If there shall be a default under pay 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 defruit, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance ti an remaining in the funds accumulated under subsection (b) of the preceding paingraph as a credit against the amount of principal then remaining unraid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the inceptedness 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.

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

and the Mortgagor,

the Mortgagor shall operate to release, in any manner, the original liability debt hereby secured given by the Mortgan et to any successor in interest of It is expressly agreed that no extension of the time for payment of the

execution or delivery of such telense or satisfaction by Mortgagee. teagor, execute a release or satisfaction of this mortgages, and Mortgagor of precept waives the benefits of all statutes or laws which require the earlier Mortgagee will, within (30) days after written demand therefor by Morand shall abide I.v. comply with, and duly perform all the covenants and Most so so that I pay said note at the time and in the manner aforesaid

overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor, ne reby secured; (4) all the said principal money remaining unpaid. The ... anade; (3) all the accrued interest remaining unpaid on the indebtedness at the rate set forth in the note secured hereby, from the time such advances for the purpose authorized in the mortgage with inferest on such advances examination of title; (2) all the moneys advanced by the Mortgagee, if any, outlays for documentary evidence and cost of said abstract and conveyance, including attorneys', solicitors', and stenographers' fees, degree: (1) All the costs of such suit or suits, advertising, sale, and and be paid out of the proceeds of any sale made in pursuance of any such sgagnom sint gaisoloorol coroch yan an bebulant of thats orothere.

secured hereby and be allowed in any decree foreclosing this mortgage. and all such expenses shall become so much additional indebtedness be a further lien and charge upon the said premises under this mortgage, Mortgagee, so made parties, for services in such suit or proceedings, shall and the reasonable fees and charges of the attorneys or solicitors of the made a party thereto by reason of this mortgage, its costs and expenses, case of any other suit, or legal proceeding, wherein the Mortgagee shall be of a complete abstract of title for the purpose of such forcelosure; and in proceeding, and also for all outlays for documentary evidence and the cost solicitor's fees, and stenographers' fees of the complainant in such any court of law or equity, a reasonable sum shall be allowed for the And in the case of foreclosure of this mortgage by said Mortgages in

neccessary to earry out the provisions of this paragraph. employ other persons and expend itself such amounts as are reasonably issues, and profits for the use of the premises hereinebove described; and of redemption, as are approved by the court; collect and receive the rents, others upon such terms and conditions, either within or beyond any period required by the Mortgagee; lease the said premises to the Mortgagor or pay for and maintain such insurance in such amounts as shall have been current or back taxes and assessments as may be due on the said premises; in its discretion, may; keep the said premises in good repair; pay such to forcelose this mortgage or a subsequent mortgage, the said Mortgagee, described premises under an order of a court in which an action is pending Whenever the said Mortgagee shall be placed in possession of the above

and other items necessary for the protection and preservation of the applied toward the payment of the indebtedness, costs, taxes, insurance,

redemption, and such rents, issues, and profits when collected may be case of sale and a deficiency, during the full statutory period of of the said premises during the pendency of such forcelosure suit and, in benefit of the Mortgagee with power to collect the rents, issues, and profits Mortgagee in possession of the premises, or appoint a receiver for the of the equity of redemption, as a homestead, enter an order placing the of said premises or whether the same shall then he occupied by the owner Morigagee in possession of the premises, and without regard to the value such applications for appointment of a receiver, or for an order to place liable for the payment of the indebtedness secured hereby, at the time of and without regard to the solveney or insolvency of the person or persons notice to the said Mortgagor, or any party chaiming under said Mortgagor. filed may at any time thereafter, either before or after sale, and without upon the filing of any bill for that purpose, the court in which such bill is Mortgagee shall have the right immediately to foreclose this mortgage, and And in the event that the whole of said debt is declared to be due, the

election of the Mortgagee, without notice, become immediately due and remaining unpaid together with accrued interest thereon, shall, at the agreement herein stipulated, then the whole of said principal sum the due date thereof, or in case of a breach of any other covenant or berein and in the note secured hereby for a period of thirty (30) days after In the event of default in making any monthly payment provided for

secured hereby immediately due and payable. Mortgagee or the holder of the note may, at its option, declare ad some mortgage, being deemed conclusive proof of such incligibility, the from the date of this mortgage, declining to insure said no and this Development dated subsequent to the

Development or authorized agent of the Secretary of H nusing and Urban statement of any officer of the Department of Housing and Urban days from the date hereof (written Act within

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

of the indebtedness secured bereb; whether due or not. and shall be paid to the Mortgagee to be applied by it on account remaining unpaid, are her loy assigned by the Mortgagor to the Mortgagee of indebtedness upor this Mortgage, and the Mote secured hereby and the consideration of or such acquisition, to the extent of the full amount of eminent domain, or acquired for a public use, the damages, proceeds, That if the premises, or any part thereof, be condemned under any power

force shall pass to the purchaser or grantee. title and interest of the Mortgagor in and to any insurance policies then in property in extinguishment of the indebtedness secured hereby, all right, foreclosure of this mortgage or other transfer of title to the mortgaged secured or to the restoration or repair of the property damaged. In event of Mortgagee at its option either to the reduction of the indebtedness bereby the insurance proceeds, or any part thereof, may be applied by the the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and is hereby authorized and directed to make payment for such loss directly to not made prompily by Mortgagor, and each insurance company concerned immediate notice by mail to the Mortgagee, who may make proof of loss if acceptable to the Mortgagee, in event of loss Mortgagor will give have attached thereto loss payable chauses in favor of and in form and the policies and renewals thereof shall be held by the Mortgagee and All insurance shall be carried in companies approved by the Mortgagee

OT MAIL

BOLLING MEADOWS, IL. 80009 2002 NEMBORT DRIVE

COMMONWEALTH MORTGAGE CO. OF AMERICA, RETURN TO:

PREPARED BY: MARILYN NUSS

WAIC TO:

əBud m., and duly recorded in Book α,σιοςκ to yab 4'D' 16 County, Illinois, on the Filed for Record in the Recorder's Office of COOK COURTY RECORDER 00:61:60 28/26/70 bood notal JAX Commission Expires Merch 7, 1989 88. P1\$ て出 61 .Q.A 1, 上出 Given under my hand and Notatial Scal this set forth, including the release and waiver of the right of homestead. free and voluntary act for the uses and purposes therein 1,244. signed, sealed, and delivered the said instrument as Osbra, P. FINE, Larry Molest no the foregoing instrument, appeared before me this day in person and aeknowledged

, a notary public in and for the county and State aforesaid, Do Hereby Certify That

1. Oary 5. Collins

County Of COOK

State of Illinois

131 3 **1**2: 4 9 5 7 5 6 8

00728778

This document is being re-recorded to add the Condominium Rider

, 19 87 , between LUCILLE MARIE HOLST 8TH day of MAY This Indenture, Made this A WIDOW AND LARRY HOLST AND DEBRA P. FINE , HIS

. Mortgagor, and

COMMONWEALTH MORTGAGE COMPANY OF AMERICA, L.P. a competition organized and existing under the laws of DELAWARE Mortgagee.

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********46,000.00) Dollars

payable with interest at the rate of NINE AND 00000/100000 9.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in or at such other place as the holder may designate

HOUSTON, TEXAS 77027 in writing, and delivered, the said principal and interest being payable in monthly installments of THREE HUNDRED SEVENTY Dollars (\$ ********370.13) on the first day of 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 , 20 JUNE

Now, therefore, the said Mortgage of or 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 and the State of Illinois, to wit: described Real Estate situate, lying, and being in the county of COOK

UNIT ADDRESS NO. 1712 D. SUSSEX WALK IN HILLDALE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARECEL OF REAL ESTATE; PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PINCIPAL MERIDIAN, IN COOK COUNTY, SILLINOIS; WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR HILLDALE CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATEL NOVEMBER 30, 1978, KNOWN AS TRUST NO. 45354, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 25211897; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST TO THE COMMON ELEMENTS.

PROPERTY ADDRESS: 1719 D. SUSSEX WALK, HOFFMAN ESTATES, ILLINOIS TAX I.D.# 07-08-019-1080

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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 virty and this instrument; not to suffer any lien of mechanics men or material rice 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 assessn ents on said premises, or any tax or assessment that may be levied by subority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

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

Previous Editions Obsolete 78138

Page 1 of 4

HUD-92116M (10-85 Edition) 24 CFR 203.17(a)

CATHLEEN R. MARTWICK ? NOTARY PUBLIC, STATE OF ILLINOIS ? MY COMMISSION EXPIRES 9/16/90 }

This RIDER is an AMENDMENT made this 8TH day of MAY, 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 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 Borreyer and upon request by the Federal Housing Commissioner, the Londer, at its option, may declare this Security Instrument in default and may declare the whole of the indebtedness secured we say 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 liner public taxing or assessing bodies."

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

Lucille 91 die Holst

LARRY HOLST

C MAN A

British Aller

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UNOFFICIAL COPY

Property of Cook County Clerk's Office DEFT-01 RECURDING \$17.30 180222 TRAN 1761 07/06/87 09:54:00 17699 # B *-B7-347849 CDOK COUNTY RECORDER

87367850

\$17.00 MAIL