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9 / 13 FID Case No. 131:5128013

State of Illinois

Mortgage

87397623

This Indenture made this 14th day of July 1987 between

Robert M. Wellnitz and Kelli S. Wellnitz, a husband and wife

, Mortgagee, and

Lincoln Mortgage & Funding Corp.

the State of Illinois

Witnesseth: That the said Mortgagee is hereby indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

Seventy Four Thousand Seven Hundred and 00/100-----

Dollars (\$ 74,700.00-----) payable with interest at the rate of Ten and One Half----- percentum ( 10.50-----) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Rolling Meadows, Illinois 60008

or at such other place as the holder may designate in writing, and delivered, the said principal and interest being payable in monthly installments of

Six Hundred Eighty Three and 31/100-----

Dollars (\$ 683.31----- )

of September 1, 1987, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the first payment of principal and interest, not sooner paid, shall be due and payable on the first day of

August, 2017

Now, Therefore, the said Mortgagee for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warranty unto the Mortgagee, its successors or assigns the following described Real Estate situated, lying, and being in the county of Cook

PARCEL 1: UNIT 2, AREA 59, LOT 4, IN BARRINGTON SQUARE UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1970 AS DOCUMENT NUMBER 21323707, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AS DEFINED IN THE DECLARATION RECORDED JUNE 8, 1970 AS DOCUMENT NUMBER 21178177 AND IN DECLARATION OF INCLUSION RECORDED FEBRUARY 3, 1971 AS DOCUMENT NUMBER 21388236, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-07-202-178, Vol. 187

Handwritten notes: BBD, Lincoln Mortgage & Funding Corp, 5999 S. New Wilke Rd., Rolling Meadows, Ill 60008, Ste-107

Vertical handwritten text: 20 26597623 26597623

Vertical handwritten text: 87397623

Bottom section containing legal boilerplate text and additional handwritten notes.

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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 to said Mortgagor does hereby expressly release and waive.

And Said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof, (2) a sum sufficient to keep all buildings 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.

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

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, prosecute the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which proceedings operate to prevent the collection of the tax, assessment, or lien so contested and the sale or foreclosure of the said premises for any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

First, the Mortgagor is bound to pay the debt in whole or in part at any time or times.

That the Mortgagor, and in addition to the monthly payments of principal and interest payable under the terms of the note herein provided, the Mortgagor will pay to the Mortgagee, during the term of the same until the said note is fully paid, the following:

(a) A sum sufficient to pay, when due, all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof, (b) 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.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note; and
- (iv) late charges.

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

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagor or returned 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 by or on behalf of the Mortgagor, shall in computing the amount of such indebtedness, be credited the amount of the Mortgagor's principal 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, and if the Mortgagor shall not, within a period of thirty days after the date of such default, the Mortgagee may apply at the time of the commencement of a foreclosure proceeding at the time the property is offered for sale, the balance then remaining in the funds accumulated for the purpose of the preceding paragraph as a profit, gain, or the amount of principal then remaining unpaid under said note.

And as Additional Security for the performance of the indebtedness above said the Mortgagor hereby binds himself to the Mortgagee and to the Mortgagee's assigns, heirs, executors, administrators, assigns, and assigns, the following:

That He Will keep the premises hereinafter described in good repair, and will not do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof, (2) a sum sufficient to keep all buildings 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.

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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 the sale of the real estate mortgaged property in a discharge 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 premises, or any part thereof, be condemned under any law for eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, in 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 mortgage insurance not be eligible for insurance under the National Housing Act within 60 days from the date hereof upon 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 60 days

time from the date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such mortgage, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the inability for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In The Event of default in payment of money with out principal or interest 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 interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole or 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, and upon such bills filed may at any time be a lien in priority over or after sale, and without notice to the holder of any other lien existing under said Mortgage, 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 the filing of such Mortgage as a lien, or of the granting of a writ of attachment or of a writ of sequestration, or of any other remedy which may be employed by the owner of the land, if the property is a homestead, enter in order placing the Mortgagee in possession of the premises, or cause of a receiver to be appointed by the Mortgagee to receive and collect the rents and profits of the premises resulting from the pending of such proceedings, and to apply the same for the satisfaction of the indebtedness secured hereby, and such rents, profits and proceeds shall be applied to the satisfaction of the indebtedness

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 hereabove 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 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 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 in the note secured hereby with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made to the time the accrued interest thereon is paid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and the Mortgage will, within thirty (30) days after written demand in writing by Mortgagee, be null and void in whole or substitution of this mortgage, and Mortgagor hereby waives the benefits of all laws which require the further execution of a deed, or the recording of a deed, by Mortgagee.

It is Expressly Agreed that no extension or the time for payment of the debt here secured is given by the Mortgagee and any such extension or extension of the Mortgagee shall operate to release in any manner the original liability of the Mortgagor.

The Covenants Herein Contained shall bind and the heirs, assigns and administrators of the respective parties executing the same, and all persons claiming under them, and assigns of the parties hereto. Wherever used the singular number shall include the plural, the plural the singular, and the words gender shall be construed to be male.

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Witness the hand and seal of the Mortgagor, the day and year first written:

X Robert M. Wellnitz [Seal]  
Robert M. Wellnitz

X Kelli S. Wellnitz [Seal]  
Kelli S. Wellnitz

[Seal]

[Seal]

State of Illinois

County of Cook

I, the undersigned a notary public, in and for the county and State of Illinois, do hereby certify that Robert M. Wellnitz & Kelli S. Wellnitz, his wife

and his wife, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before 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.

Given under my hand and Notarial Seal this

14 day July, A.D. 1987



Carolyn Ritten  
Notary Public

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at \_\_\_\_\_ o'clock

m., and duly recorded in Book

of \_\_\_\_\_ page

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DEPT-01 \$16.00  
740003 1800 1647 07/20/87 10:01:00  
4986 4 2 87-397623  
COOK COUNTY RECORDER

-87-397623

\$16.00 MAIL

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## FHA ASSUMPTION RIDER TO THE MORTGAGE DEED OF TRUST

This Rider to the 14th day of July 19 87 amends the Mortgage Deed of Trust of \_\_\_\_\_

Robert M. Wellnitz and Kelli S. Wellnitz, a husband and wife

Lincoln Mortgage & Funding Corp.

hereinafter referred to as Mortgagee, as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by or as a result of descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF

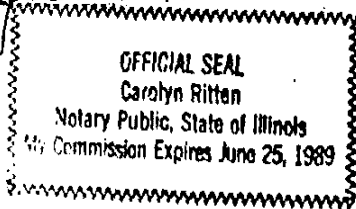
signed, sealed and dated this \_\_\_\_\_ day and year first aforesaid.

*Robert M. Wellnitz* [Seal]  
Robert M. Wellnitz

*Kelli S. Wellnitz* [Seal]  
Kelli S. Wellnitz

Signed, sealed and delivered in the presence of

*Carolyn Ritten* [Seal]

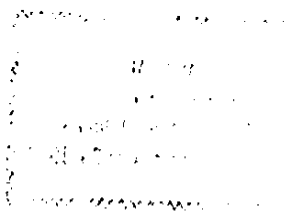


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PLANNED UNIT DEVELOPMENT RIDER  
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THIS PLANNED UNIT DEVELOPMENT RIDER is made this 14th day of July, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Lincoln Mortgage & Funding Corp. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1963 Governors Lane, Hoffman Estates, IL 60194 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in declaration recorded June 8, 1970 as document no. 21178177

(the "Declaration"). The Property is a part of a planned unit development known as Barrington Square [Name of Planned 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 PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. 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 insuring the Property which is satisfactory to Lender 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 of one-twelfth of the yearly premium installments 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 provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 or the common areas and facilities of the PUD, 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 PUD, 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" if 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 PUD 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 PUD Rider.

X Robert M. Wellnitz (Seal) Borrower  
Robert M. Wellnitz  
X Kelli S. Wellnitz (Seal) Borrower  
Kelli S. Wellnitz

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