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MORTGAGE

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

THIS INDENTURE, Made this JOYCE M. SISKA, A SPINSTER

day of

NOVEMBER , 19 88 between

THE FIRST MORTGAGE CORPORATION

and interest, if not soone, paid, shall be due and payable on the first day of

, Mortgagor, and

a corporation organized and existing under the laws of

ILLINOIS

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 FIFIY ONE THOUSAND FIVE HUNDRED AND NO/100

51,500.00)

per centum (10.0 %) payable with interest at the rate of TEN per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in FLOSSMOOR, ILLINOIS 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 FOUR MUNDRED FIFTY ONE AND 95/100 Dellars (\$ 451.95 , 1989 , and a like sum on the) on the first day of **JANUARY** first day of each and every month thereafter until the note is fully paid, except that the final payment of principal DECEMBER, 2018

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 these presents. MORTGAGE and WARRAN? unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

UNIT NUMBER 105 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF **REAL ESTATE:**

LOT 4 IN BREMENTOWNE ESTATES UNIT NUMBER 6, PHASE NUMBER 2, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24; OF THE SOUTH WEST 1/4 OF SECTION 24; OF PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24; ALSO OF PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25; OF PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A'-1 TO DECLARATION MADE BY BEVERLY BANK, AS TRUSTEE UNDER TRUST NUMBER 8-3131 AND RECORDED AS DOCUMEN' 21860503, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON FLEMENTS, IN COOK COUNTY, ILLINOIS. TAX I.D. #27-24-307-006-1009

PROP.ADD.: 7960 W. 164TH COURT, UNIT 105, TINLEY PARK, IL. 60477

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of eyno kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures 'a, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, both, 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 so for h, free from all rights and benefits under and by virtue of the Homestend Exemption Laws of the State of all as 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 promises, 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 heremafter 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 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, assess ment, or tax lien 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 lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

STATE OF ILLINOIS HUD-92116M (5-80)

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AND the said Mortgagor further covenants and agrees as follows:

AND THE SUID HOUSE IS RESERVED TO PAY THE DEBT IN 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 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 (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

(11) 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 equal to the eround rents, if any, next due, plus the premiums that will next become due and payable on

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policier 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 elapse before one month prior to the date when such ground rents, premiums, taxes and assessment will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and received assessments, and

taxe, and foccial assessments, and

(c) All payments rientioned in the two preceding subsections of this paragraph and all payments to be made under the note secure of any shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a singly payment to be applied by the Mortgagoe to the following items in the order set forth:

(1) premium of arises under the contract of insurance with the Secretary of Housing and Urban Development, or monthly classes (in lieu of mortgage insurance premium), as the case may be,

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

(III) interest on the color secured hereby, and

(IV) amortization on the crincipal 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 plyment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4) for each dollar (\$) 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 he lortgagor 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, i. the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgage c, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) con preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance precisions, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor and 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 Mortgagor, 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 all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgager, but not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining it the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a refault 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 sub-section (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been mide under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness afor said 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 restigaged 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 Mortgance and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been in do hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and conewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby bathorized 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 annual, are hereby assigned by the Mortgager 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 elifor insurance under the National Housing Act within 90 DATS from the date hereof (written stategible for insurance under the National Housing Act within 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 Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent to the Secretary of Housing and Urban Development dated subsequent da 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 interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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[SEVI]		[SEAL]			7

WHIMESS the hand and seal of the Mortgagor, the day inc year lital written.

the teminine.

THE COVENAUTS HEREIN CONTAINED shall build and the penetits and advantages shall inute, to the tespective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the singular number shall include the plural, the singular number shall include

[SEAL]

Liability of the Mortgagor.

IT IS EXPRESSLY AGREED that no extention of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Margagor shall operate to release, in any manner, the original

ecution or delivery of such release or satisfaction by Mortgagee.

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 Mortgagor beton will, within thirty (30) days after demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfact on by Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release.

for the purpose authorized in the mortgage with interest on such advances at the rate set fouth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indeptedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be take to the Mortgagor. AND THERS (HALL) BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale the conveyance, in fluting attorneys, solicitors, and stenographers fees, outlays for documentary evidence 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,

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a teasonable sum shall be allowed for the solicitor's fees, 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 be made a further then the mortgage is a such suit or proceedings, shall be a further then addition it indeptedness secured hereby and be allowed in any decree foreclosing this mortgage.

tions, 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 reusonably necessary to carry out the provisions of this paragraph. 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 morts 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 Mortgageo or others upon such terms and condi-

ness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property. AND IN THE EVENT That the whole of said debt is declared to be due, the Mottgagee shall have the right immediately to foreclose this mottgage, and upon the filling of any bill for that purpose, the court in which auch bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mottgagor, or any party claiming under said Mottgagor, 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 Mottgagee in possession of the premises of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a benefit of the Mottgagee with power to collect the rents, issues, and profits of the equity of redemption, as a benefit of the Mottgagee with power to collect the rents, issues, and profits of the said premises during the benefit of the Mottgagee with power to collect the rents, issues, and profits of the perpension of the normal said premises of sale and a deliciency, during the full statutory period of teamption, and such rents, issues, and profits when collected may be applied toward the payment of the indebted demption, and such rents, issues, and other items necessary for the protection and preservation of the property. Costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

THIS CONDOMINIUM RIDER is made this NOVEMBER 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

THE FIRST MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at 7960 W. 164TH COURT, UNIT #105, TINLEY PARK, ILLINOIS 60477

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: BREMENTOWNE ESTATES

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "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.

CONDOMINAM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lenge: 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 Condominum Project, (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, air ares 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 amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," their
- (i) Lender waives the produstion in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard in arguee 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 heu 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 Segurity 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 accept (bl.) in form, amount, and extent of coverage to Lender D. Condemnation. The proceeds of any award or claim for demages, direct or consequential, payable to Borrowei 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 heu of condemnation, are hereby a signed and shall be paid to I ender. Such proceeds shall be applied by I ender to the sums secured by the Security Instrument is provided in Uniform Covenant 9
- E. Lender's Prior Consent. Borrower shall not, except after notice to vender 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 if the provision is for the express benefit of Lender:
 - (in) termination of professional management and assumption of self-management of the Owners Association.

(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 Leider may pay them Any amounts disbursed by 1 ender under this paragraph F shall become additional debt of Borrower securdity 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 I ender to Borrower requesting payment By Signing Billow, Borrower accepts and agrees to the terms

and provisions contained in this Condominium Rider.	
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