State of Illinois

Mortgage

FHA Case No.:

131:5403430

This Indenture, Made this

3rd

day of

June

, 1988, between

, Mortgagor, and

Raymond K. Birks, Bachelor
GMAC Mortgage Corporation of PA
a corporation organized and existing under the laws of
Mortgagee.

The State of Pennsylvania

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

payable with interest at the rate of per centum (10.00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 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 Hundred Twenty and 36/100

on August , 19 88 , and a life 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 20 18

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 Warrant 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 309 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LAKESISE PLACE COMPOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26769741, IN THE POPTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTS, ILLINOIS.

THE MORTGAGOR ALSO HEREBY GRANTS TO 1H' MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND LASFMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HER

ing 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, (i) 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.

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.

Page 1 of 4

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	HOTEL COTT	- Turus	"OFFICIAL SEAL" Motary Public, State of Illinois My Commission Expires 7/17/91
88 et .a.A.,	ərmī	deal this 3rd day	Chas under my hand and Notarial
erion and acknowledge	his wife, personally know red before me this day in pe free and voluntary act fo	nbecribed to the foregoing instrument, appearing the said instrument as high	d EL same name
n to me to be the same erson and acknowledge	red before me this day in po	ynernd X. Birks, a bachelor subscribed to the foregoing instrument, appear iivered the send instrument as hig	i 1809 whose name 'LS 11 he signed, sealed, and de
n to me to be the same erson and acknowledge	his wife, personally know red before me this day in pe	ynernd X. Birks, a bachelor subscribed to the foregoing instrument, appear iivered the send instrument as hig	nety of Cook 1, the undersigned wesid, Do Hereby Certify That Ray an whose name is it he signed, sealed, and de
CEAL	his wife, personally know red before me this day in pe	ynernd K. Birks, a bachelor subscribed to the foregoing instrument, appear	naty of Cook 1, the undersigned resaid, Do Hereby Carify That Raj 1 son whose name is as a seled, and de 1 he signed, sealed, and de
or the county and State to the to be the same	his wife, personally know red before me this day in pe	(SEAL) WELTIG K. Birks, a bachelor subscribed to the foregoing instrument, appearing the send instrument as his	naty of Cook 1, the undersigned wesid, Do Hereby Certify That Ray 1 1 1 1 1 1 1 1 1 1 1 1 1

June

FHA Cose No.:

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This indenture, Made this

Morigagor, and 1988, Бегиесп

The State of Pennsylvania

GMAC Mortgage Corporation of PA Raymond K. Birka, Bachelor

to corporation organized and existing under the laws of

Montagee.

Witnesseth: That wheteat the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even

day of

date herewith, in the principal sum of

RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. AS DOCUMENT NUMBER 26769741, IN THE NORTHEAST & OF SECTION 17, TOWNSHIP 40 NORTH, TAKESIDE PLACE CONDOMINIUM AS DELINEATED AND DEFIND IN THE DECLARATION RECORDED DNIL 300 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN OUNT CORTS OFFICE

MAC Mortgage Corporation of ared by: ingsut sty<mark>l</mark> Amy Gustin

1822 Walden Office Sq.

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, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the tenements, and profits?

quired by the Mortgagee. such forms of insurance, and in such amounts, as may be resaid indebtedness, insured for the benefit of the Mortgagee in may at any time be on said premises, during the continuance of ownership thereof; (2) a sum sufficient to keep all buildings that the said land is situate, upon the Mortgagor on account of the State of Illinois, or of the county, town, village, or city in which any tax or assessment that may be levied by authority of the sufficient to pay all taxes and assessments on said premises, or as hereinafter provided, until said note is fully paid, (1) a sum material men to attach to said premises; to pay to the Mortgagee, of this instrument; not to suffer any lien of mechanics men or

rights and benefits the said Mortgagor does hereby expressly Homestead Exemption Laws of the State of Illinois, which said free from all rights and benefits under and by virtue of the and assigns, forever, for the purposes and uses herein set forth, purtenances and fixtures, unto the said Mortgagee, its successors To have and to hold the above-described premises, with the apand interest of the said Mortgagor in and to said premises.

And said Mortgagor covenants and agrees:

Chicago, Illinois 60640

Property located at:

812 West Lakeside Unit 309

P.I.W. 14-17-205-046-1032

value thereof, or of the security intended to be effected by virtue to be done, upon said premises, anything that may impair the To keep said premises in good repair, and not to do, or permit

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TO Beecles: Cell. GREAT LAKES BUSINESS FORMS. 1/800-358-2643

88263217

24 CFR 203.17(a) HND-85110W(10-82 EQHIOU) Form 2637 (8612)

release and walve.

Witness the hand and seal of the	Mortgagor, the day and year first written. and assumabilty rider	,
Raymond K. Birks	Sukas (SEAL)	[SEAL]
	(SEAL)	(SEAL)
	[SEAL]	[SEAL]
	(SEAL)	(SEAL)
State of Eliacia) County of Cook)		
person whose name is that he signed, scaled, as	Raymond K. Birks, a bachelor his wife, personally known to me to be to subscribed to the formoring instrument, appeared before me this day in person and acknowled delivered the said instrument. In the said instrument of homestead.	the same
"OFFICIAL SEAL" Naricy Ann Zarach Notary Public, State of Illing My Commission Expires 7/17	Jany Auro Sacoco	88
Dac. No.	Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 1	9
at o'clock	m., and duly recorded in Book of page	•
	/.Ixe97-88-	

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 improvements situated therein or any part thereof or the improvements situated therein or 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 proved 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.

And the said Mortgagor further covingents and agrees as follows:

That privilege 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, or 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:
- (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 inaurance 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 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 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
- (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 aplied 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 (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 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 Morigagor shall pay to the Morigagee any amount necessary to make up the deficiency, on or before the Lete when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall telider 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 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 or lance remaining in the funds accumulated under the provision; of subsection (b) 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 in 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 reliads accumulated under subsection (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 made under subsection (a) of the preceding paragraph.

And as additional security 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 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.

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 maintain such insurance in such amounts as shall have been remaintain such insurance in such amounts as shall have been repaired by the Mortgagee; lease the said premises to the Mortgager 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 hereimabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And he case of foreclosere of this mortgage by said Mortgages in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainmant in such proceeding, and also for all outlays for documentary pose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgages 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 reasonable fees and charges of the attorneys or solicitors of the premises under this mortgage, 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 mortaughe paid out of the proceeds of any sale made in purauance of any such decree: (1) All the costs of such suit or suits, idvertising, sale, and conveyance, including attorneys', solicitors', cost estand stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys and stenographers' fees, outlays for documentary evidence and stone of any the Mortgagee, if any, for the purpose authorized in in the mortage with interest on such advances at the rate set forth in the note see red hereby, from the time such advances are debtedness hereby, from the time such advances are debtedness hereby, courted interest remaining unpaid on the interest remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay 5216 acree at the time and in the manner aforesaid and shall abide by, \$\infty\$ paying with, and duly perform all the covenants and agreements between this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagos, execute a release of satisfaction of this mortgage, and Mort (ago, hereby waives the satisfaction of this mortgage, and Mort (ago, hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

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 Mortgagot shall operate to release, in any manner, the original liability of the Mortgagor.

The coverants berein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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

That if the preads, or any part thereof, be condemned under any power of eminent lormain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full emount of indebtedness upon this Mortensianed by the Mortenger of the Mortenger to the Mortenger to the Mortenger to the Mortenger of the Mortenger to the Mortenger of the indebtedness secured hereby, whether the or not.

The Montgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within ninety dess from the detect) written statement of any officer of the Department of the Department of the Department of the Department of the Deceloring and Urban Development dated submovent to the ninety of Housing and Urban Development dated submovent to the ninety of Housing and Urban Development dated submovent to the ninety of Housing and this mortgage, being deemed declining to insure said note and this mortgage, being deemed conclusive proof of such incligibility), 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 and principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the biortgagee, crued interest thereon, shall, at the election of the biortgagee, without notice, become immediately due and payable.

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

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THE MORTGAGOR FURTHER COVENANTS THAT HE WILL PAY HIS SHARE OF THE COMMON EXPENSES OR ASSESSMENT AND CHARGES BY THE ASSOCIATION OF OWNERS AS PROVIDED IN THE INSTRUMENTS ESTABLISHING THE PLANNED UNIT DEVELOPMENT.

"AS USED HEREIN, THE TUPM 'ASSESSMENTS,' EXCEPT WHERE IT REFERS TO ASSESSMENTS AND CHARGES BY THE ASSOCIATION OF OWNERS, SHALL MEAN 'SPECIAL ASSESSMENTS' BY 51''. TE OR LOCAL GOVERNMENTAL AGENCIES, DISTRICTS OR OTHER PUBLIC TAX'NG OR ASSESSING BODIES."

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TRAYMOND R. Birks

88263217000

Property of Cook County Clark's Office

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RIDER TO THE SECURITY INSTRUMENT

THIS RIDER, is made this 3rd day of June , 19 88, 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 GMAC Mortgage Corporation of PA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

812 West Lakeside Unit 309 Chicago, Illinois 60640 (Property Address)

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

1. The Lender shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Security Instrument to be immediately due and payable if all or a part of the property is sold or otherwise transferred (o her than by devise, descent or operation of law) by the Borrower, pursuant to a contract of sale executed not late: than 12 months after the date on which the Security Instrument is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, Borrower has executed this Rider to the Security Instrument.

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COOK COUNTY RECORDER